

City of Brisbane

Agenda Report

Date: June 1, 2009

To: Mayor & City Council

From: Ron Myers, Fire Chief

Subject: San Mateo County Pre-Hospital Emergency Medical Services Group Reaffirmation of Membership and Approval of amendments to the JPA Agreement

PURPOSE

To continue to provide necessary services to the citizens of Brisbane in the case of emergency medical needs.

RECOMMENDATION

Reaffirm membership and approval of JPA agreement as part of the San Mateo County Pre-Hospital Emergency Medical Services Group. This is Attachment B.

BACKGROUND

The current JPA agreement was finalized in 1997. The amended agreement that City Council is asked to approve (attachment B.) required extensive review and modification to bring it current and in anticipation of operating under different contractual arrangements set to begin on July 1, 2009. The major changes were to add San Mateo County to the agreement, change the reporting relationship of the JPA to the County from the private ambulance provider and include the chair of the JPA Board of Director on the Management Committee that is empowered to oversee the Executive Director and the operations of the JPA.

DISCUSSION

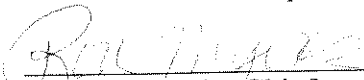
In May 2008 a sub-committee of JPA Board Members, along with staff, began to review and revise the Joint Powers Agreement establishing the San Mateo County Pre-Hospital Emergency Medical Services Group. The JPA Board recognized that the current agreement would require review and revisions prior to the end of the current 911 ambulance contract, which will terminate June 30, 2009.

The revised JPA Agreement was presented to the JPA Board of Directors and was adopted in Resolution No. 09-02 adopting the amendments to the to the Joint Powers Agreement establishing the San Mateo County Pre-Hospital Emergency Medical Services. The resolution was adopted during the JPA Board of Directors meeting on February 9, 2009.


Attached are several documents some of which help explain the purpose and issues relative to the JPA amendment process and some that provide information on operating agreements of the JPA. By being a member of the JPA the council delegates authority to negotiate contract for first response services to the JPA. Attached are agreements that the JPA Board approved on May 20, 2009 to be designated by San Mateo County to provide first response services (attachment E) and an operating contract between the JPA and the ambulance Provider (AMR). Attachment F. These agreements are provided for information purposes only.

FINANCIAL IMPLICATIONS

There is no fiscal impact



Ron Myers, Fire Chief



Clayton Holstine, City Manager

ATTACHEMENTS

Attachment A – Memorandum from JPA attorney Betsy Strauss outlining some issue that were raised at the May 20, 2009 JPA Board Meeting

Attachment B – Amended JPA agreement that is City Council is asked to approve

Attachment C – Attachment C is resolution of the JPA Board passed on February 9, 2009 outlining changes from 1997 JPA agreement to the proposed 2009 agreement

Attachment D – 1997 and current JPA agreement

Attachment E – Agreement with the County of San Mateo by the JPA to be a Designated Paramedic First Response Service Provider. This agreement was approved by the JPA Board on May 20, 2009. It is provided here for information purposes only.

Attachment F – Agreement with American Medical Response (AMR) and the JPA approved by the JPA Board on May 20, 2009. It is provided here for information purposes only.

May 27, 2009

Memorandum

To: Jean Savaree

From: Betsy Strauss

Re: **San Mateo Pre-Hospital Emergency Services JPA**

I am the general counsel to the San Mateo Pre-Hospital Emergency Services JPA. I have acted in this capacity since the founding of the JPA in 1997. As you are aware, the JPA is a joint powers agency comprised of the cities and fire protection districts in San Mateo County. I understand that you represent three of the member agencies. Questions have been raised recently about the structure and functioning of the JPA. When we spoke by phone this morning we concluded that it might be helpful to you and to your clients if I sent you a memo addressing the recent questions.

Purpose and History

Prior to the establishment of the JPA, each of the cities and fire districts in San Mateo County either provided or wished to provide pre-hospital advanced life support paramedic services. Some of these cities and fire districts decided to explore whether collaborating in the provision of these services would improve the quality of care and produce economic savings. After careful study, the decision was made to enter into a joint powers agreement establishing a joint powers agency called the San Mateo Pre-Hospital Emergency Services Providers Group. As you are aware, a JPA is a governmental entity which operates pursuant to a joint powers agreement: the JPA may only exercise those powers identified in the joint powers agreement and only in accordance with the terms of the joint powers agreement.

The Original Contract with AMR

The State law gives certain powers to each county's emergency medical services agency to regulate how pre-hospital emergency medical services (transport, BLS and ALS) are provided within the county. Back in 1999, San Mateo County designated AMR as the exclusive provider of transport services (except within the City of South San Francisco) and designated the JPA as a provider of first-response paramedic services. The County and AMR entered into a contract for transport services. The JPA and AMR entered into a contract for first-response paramedic services. These contracts expire June 30, 2009.

Amendments to the JPA Agreement

From time to time over the past 10 years, the JPA Agreement has been amended by the member cities and fire protection districts. Section XVB of the Agreement requires a 2/3 affirmative vote of the governing bodies of all of the member agencies to amend the JPA Agreement. This means that the JPA

Agreement is not amended unless and until 2/3 of the city councils and district boards of directors approve the amendments.

The most recent set of amendments to the JPA Agreement was approved by the JPA Board on February 9, 2009. These amendments include adding County Fire as a member of the JPA; changing the name and the composition of the Executive Committee; requiring the JPA to indemnify the member agencies; and changing the "maintenance of membership" provisions and the penalty for failing to maintain membership (see JPA Resolution 09-02). The amendments adopted by Resolution 09-02 will take effect when 2/3 of the governing bodies of the member agencies approve the amendments.

Maintenance of Membership

The JPA Agreement generally requires each city and fire protection district to remain a member of the JPA for the entire term of the contract between the JPA and the countywide ambulance provider. However, Section XIVA of the JPA Agreement does allow each member agency the opportunity to withdraw as a member of the JPA without penalty. A member wishing to withdraw must provide notice to the Board during the 15-day period which follows the date the agenda was posted for the meeting at which the contract with the countywide ambulance provider was considered by the Board.¹

The Board considered the contract with the countywide ambulance provider (AMR) on May 20, 2009. The agenda was posted for that meeting on Friday, May 15. This means that if a city or fire protection district wishes to withdraw as a member of the JPA, it must give notice no later than June 5, 2009. I have been told that at least one member agency may have expressed its interest several days ago in withdrawing as a member of the JPA. If that agency wishes to withdraw, it must give notice during this fifteen day period, no later than June 5, 2009.

Termination of the Joint Powers Agreement

Section XVB of the JPA Agreement provides that the Agreement may be terminated by an affirmative vote of two-thirds of the governing bodies of all of the member agencies. This is the same vote as is required to amend the Agreement. The Agreement remains in effect until 2/3 of the governing bodies of all member agencies vote to terminate the Agreement. When the Agreement terminates, the Joint Powers Agency terminates. I understand that some people are of the opinion that the Agreement requires each member agency to "reauthorize" its participation or "rejoin" the JPA. Neither of these actions is required by the terms of the Agreement.

I hope this information is helpful. Please let me know if you have any questions or if you need additional information.

c: John Odle

¹ Note that the amendments adopted by the Board on February 9, 2009 change this 15 day period to a 45 day period.

Joint Powers Agreement Establishing
the San Mateo County Pre-Hospital Emergency Medical Services Group

I. Background to Agreement

A. The San Mateo County Board of Supervisors, acting through its Emergency Medical Services Agency, is legally responsible for the provision of Advanced Life Support (“ALS”) services within the county including paramedic first-responder service and ambulance transport service.

B. Each of the Parties to this Agreement shall provide pre-hospital emergency medical services through its employees in order to improve the quality and level of emergency medical services within their communities as part of the emergency medical service response network within San Mateo County.

C. The first response services provided by the Parties to this Agreement are necessary for the efficient functioning of an integrated system of pre-hospital emergency medical services.

D. The Parties to this Agreement would like to work cooperatively and collaboratively to achieve the purposes of this Agreement as outlined in Section II.

E. The similarity of pre-hospital emergency medical services provided by the Parties, their shared interest in improving quality of care and achieving economic savings in the delivery of services has led to the Parties to jointly exercise powers to provide these services and achieve these objectives.

II. Purposes of this Agreement

The purposes of this Agreement are:

A. To establish the San Mateo County Pre-Hospital Emergency Medical Services Group (“JPA”), a joint powers authority capable of providing through employees of the Parties, or through a contract with a third party, first responder pre-hospital emergency medical services in San Mateo County.

B. To provide a mechanism to monitor and improve the quality of advanced life support services throughout San Mateo County.

C. To provide a means of monitoring the effectiveness of the public/private partnership to be established between the JPA and the Countywide ambulance provider under contract with San Mateo County.

D. To provide in agreement with the County and/or Countywide ambulance provider, pre-hospital emergency medical services.

E. To devise and administer mechanisms to receive and share revenues through the cooperative provision of pre-hospital emergency medical services in San Mateo County.

F. To establish a uniform level of service for ALS first response in San Mateo County.

G. To develop and maintain operational deployment plans to carry out the purpose of this Agreement while maintaining ongoing fire suppression activities.

H. To implement operational changes as deemed appropriate.

I. To devise and administer cooperative mechanisms to efficiently provide fire protection and suppression services within San Mateo County.

III. Definitions

Certain words as used in this Agreement shall be defined as follows:

A. "Advanced life support" ("ALS") shall be as defined in California Health & Safety Code section 1797.52.

B. "Board" shall mean the governing board established pursuant to this Agreement to administer and implement this JPA Agreement.

C. "JPA" shall mean the San Mateo County Pre-Hospital Emergency Medical Services Group.

D. "JPA Management Committee" shall mean six voting and one non-voting ex officio member as more specifically described in Section VIII(A).

E. "Parties" shall mean the entities who are signatories to this Agreement, all of which provide first responder medical services.

F. "Pre-hospital emergency medical services" shall mean basic life support, advanced life support emergency medical service performed prior to the patient's transport to the medical facility.

G. Quorum. A majority of the members of the Board shall constitute a quorum for the transaction of business.

IV. Creation of the San Mateo County Pre-Hospital Emergency Medical Services Group

There is hereby created the San Mateo County Pre-Hospital Emergency Medical Services Group (“JPA”) to exercise in the manner set forth in this Agreement the powers common to each of the Parties. The JPA shall be a public entity separate from the Parties.

V. Powers of the JPA

The JPA shall have the following powers and duties:

- A. To provide for the delivery of pre-hospital emergency medical services by employees of the Parties or through a contract with San Mateo County or a third party;
- B. To make and enter into contracts;
- C. To develop and implement an annual apportionment among the Parties of the revenues received from sources other than the Parties for pre-hospital emergency medical services.
- D. To solicit and accept grants, advances, and contributions from all sources, public and private;
- E. To negotiate for, acquire, hold, manage, maintain, control, or dispose of real and personal property;
- F. To employ or contract for the services of agents, administrative employees, consultants and such other persons or firms as it deems necessary;
- G. To sue and be sued in its own name;
- H. To incur debts, liabilities or obligations in accordance with duly approved budgets;
- I. To levy and collect fees and charges, including administrative and operating costs, as provided in this Agreement or by law;
- J. To invest any surplus funds not required for the immediate necessities of the JPA as the Board determines is advisable, in the same manner and upon the same conditions as local agencies pursuant to Government Code section 53601;
- K. To enforce all provisions of this Agreement.
- L. To support or cause delivery of efficient fire protection and suppression services, as approved by the Board, that enhance the efficiency and effectiveness of fire services on behalf of the Parties to this JPA.

VI. Operating Principles

The Parties adopt the following operating principles which shall both guide the actions of the Board established pursuant to Paragraph VII, and help to resolve issues not anticipated at the time this Agreement was executed:

A. The JPA shall be governed by the Board established by Paragraph VII. This is a delegation of authority, not responsibility. Therefore the Board, in carrying out this delegation, shall be accountable to the Parties.

B. The work of the JPA is of vital public interest. Therefore, the Parties strongly support the principles of maximum public access and input. Questions, suggestions, comments and concerns about the JPA's operations shall be encouraged by the Board.

C. The Parties shall have free and thorough access to the Board and to the JPA Management Committee established pursuant to Paragraph IX.

D. The Parties agree that the JPA shall have the exclusive right and obligation to negotiate an agreement with San Mateo County or the Countywide ambulance provider to provide, through the Parties' employees or through contract with a third party, pre-hospital emergency medical services in San Mateo County. None of the Parties shall negotiate or enter into any agreement with the County or Countywide ambulance provider to provide pre-hospital emergency medical services in San Mateo County except as defined in VI (E), (F) & (G).

E. The Parties may negotiate and enter into independent contracts to provide ambulance transport for the current San Mateo County ambulance provider.

F. The Parties acknowledge and agree that the City of South San Francisco, one of the Parties to this agreement, maintains certain legal rights and responsibilities pursuant to California Health & Safety Code §1797.201 ("201 Rights"). It is not the intent of this Agreement, nor any action taken thereunder, nor the City of South San Francisco in joining the JPA, to modify, change or in any way interfere with the 201 Rights of the City of South San Francisco.

G. Notwithstanding any of the provisions of this Section VI, given South San Francisco's unique position due to its historical provision of ambulance and paramedic services, no policy, practice, regulation, or agreement shall be adopted by the group, or any committee or subcommittee thereof, including but not limited to the JPA Management Committee, that affects or amends in any way South San Francisco's delivery of pre-hospital ambulance services or paramedic pre-hospital emergency medical services without the prior written consent of South San Francisco.

VII. Governing Board

A. Creation of Governing Board. There is hereby created a governing board ("Board") to govern the JPA. The Board shall exercise all powers and authority on behalf of the Parties and may do any and all things necessary to carry out this Agreement.

B. Membership on the Board. The Board shall be constituted of one elected representative from the governing body of each of the Parties. Each Party shall select one representative and one alternate to serve on the Board. The alternate will have voting privileges when attending in place of the primary Board member.

- Belmont
- Brisbane
- Burlingame
- Coastside Fire Protection District
- Colma Fire Protection District
- Daly City
- Foster City
- Hillsborough
- Menlo Park Fire Protection District
- Millbrae
- Pacifica
- Redwood City
- San Bruno
- San Carlos
- San Mateo
- San Mateo County Fire
- South San Francisco
- Woodside Fire Protection District

C. Terms: Each Board member shall serve as appointed by their respective parties.

D. Voting: Each member of the Board shall have one vote. The affirmative vote of the majority of the Board shall be required to take action.

D.1. When the Board is considering agreements which, if approved, would result in an additional financial obligation being imposed on the Parties, these special voting procedures should be used. For those agreements, a two-step voting process shall be required. The Board shall first allow each Party to indicate whether it wishes to be a party to the agreement under consideration. Those Parties wishing to be a party to the agreement shall then vote on the item. Parties which have opted out of participation in the proposed agreement shall not vote. A simple majority of those who have not opted out shall be required for approval.

E. Special Voting Procedures: Each member of the Board shall have one vote. The affirmative vote of a simple majority of the members present shall be required to take action unless any Party requests the Board to vote on a particular action item by using “special voting procedures.” Requests for “special voting procedures” must be made prior to the vote. If “special voting procedures” are requested, then taking action using “special voting procedures” shall require the affirmative vote of a simple majority of the Parties to this Agreement that represent a majority of the population of the Parties to this Agreement.

F. Meetings of the Board.

1. Regular Meetings. The Board shall hold at least three meetings each year. One meeting will be held to include approval of the budget and revenue allocation plans. A second meeting will be held to include a mid-year status report from staff. Meetings will be held on the third Wednesday of May, September, and January. Cancellation of a Board meeting will require discussion between the Executive Director and the Board Chair.

2. Special Meetings. Special meetings of the Board may be called in accordance with Government Code §54956 (the Brown Act). Upon the request of at least four Parties, the Chairman of the Board of the JPA shall call a special meeting of the Board.

3. Notice of Meetings. All meetings of the Board shall be held subject to the provisions of the Ralph M. Brown Act (Government Code sections §54950 and following), and other applicable laws of the State of California requiring notice of meetings of public bodies.

4. Minutes. The Board shall cause minutes of all open meeting to be kept and shall, as soon as possible after each meeting, cause a copy of the minutes to be forwarded to each member of the Board.

5. Agenda Items. Any member of the Board can request that a specific agenda item be included for review by the Board at an upcoming meeting. The request should be provided to the JPA Executive Director who will then include the item in the agenda consistent with notification requirements required by the Ralph M. Brown Act

7. Rules and regulations for the conduct of the Board's affairs. The Board shall adopt from time to time such rules or regulations for the conduct of its affairs as may be required.

8. Notice to Secretary of State. The Board shall cause to be filed within 30 days of the effective date of this Agreement, or any amendment to this Agreement, notices of this Agreement or any amendment to this Agreement with the office of the Secretary of State pursuant to Government Code §6503.5.

VIII. JPA Management Committee

A. There is hereby created a JPA Management Committee composed of six voting and one non-voting ex-officio members. The voting members shall include: The Board Chair or his or her designee and, five individuals who are either city managers, fire chiefs or special district administrators, each selected from and representing one of the five zones created by the Board. The non-voting ex-officio member shall be the President of the San Mateo County Fire Chiefs Association or his or her designee. With the exception of the representative from the Fire Chiefs Association, the members of the JPA Management Committee shall be selected by the Board as follows: The Board shall select the members of the JPA Management Committee (a) by asking members of the Board within each zone to make a recommendation to the Board for that zone's representative on the JPA Management Committee and then (b) by adopting those

recommendations as the JPA Management Committee. The JPA Management Committee will appoint one voting member as the Chair of the Committee.

1. The JPA Management Committee shall have all those powers necessary and proper to carry out the Purposes of the JPA (defined in Section II) in accordance with the Operating Principles (defined in Section VI) except the power: (a) to enter into a contract with San Mateo County or a Countywide ambulance provider; (b) to adopt a budget and (c) to determine the apportionment between the Parties of revenues from that contract

2. All meetings of the JPA Management Committee shall be held subject to the provisions of the Ralph M. Brown Act (Government Code §54950 and following), and other applicable laws of the State of California requiring notice of meetings of public bodies.

IX. Staffing

The JPA Management Committee may appoint and retain staff as may be provided for in the JPA's adopted budget to fulfill its powers, duties and responsibilities under this Agreement, including, but not limited to, appointment of temporary or permanent staff, contracting with technical experts, legal counsel, and other consultants, or contracting with any of the Parties.

X. Funds and Budget

A. Fiscal Year. The fiscal year for the JPA shall be July 1 through June 30.

B. Annual Budget and Long Range Forecast. Not later than 30 days before the end of each fiscal year, the Board shall adopt by resolution a budget for the following fiscal year setting forth all anticipated administrative, operational, and capital expenses and sources of funds for the JPA. In conjunction with its annual budget, the Board may adopt by separate resolution a long-range budget forecast estimating all anticipated administrative, operations and capital expenses and sources of funds for the JPA for the next five years.

C. Revenue Allocation Plan. The Board shall adopt, and as may be required from time to time thereafter shall amend, a plan for the equitable allocation of revenues received annually by the JPA.

XI. Audit and Accounting Services

A. Depository. The Board shall designate the Treasurer of one of the Parties to be depository with custody of all JPA funds from whatever source and to perform all functions to fulfill the requirements of Government Code section 6505.5. The Board shall set the amount of the bond required for the Treasurer.

B. Auditor: The Board shall designate the Auditor of one of the Parties to perform the functions of Auditor for the JPA. There shall be strict accountability of all funds. The Auditor shall either make or contract for an audit of the accounts and records of the JPA at least annually as prescribed by section 6505 of the Government Code. The minimum requirements of the audit shall be those prescribed by the State Controller for special districts by Government Code section 26909.

XII. Disposition of Property and Funds Upon Termination of the Group

A. Complete Transfer to Successor Entity. In the event of termination of the JPA where there is a successor public entity which will carry on the activities of the JPA and assume its obligations, all real and personal property owned by the JPA and all JPA funds including interest on deposits, remaining upon termination of the JPA, after payment of all obligations shall be transferred to the successor public entity.

B. Partial Transfer to Successor Entity. If there is a successor public entity which would undertake some of the functions of the JPA and assume some of its obligations, all real and personal property owned by the JPA and JPA funds, including any interest earned on deposits, remaining upon termination of the JPA, and after payment of all obligations, shall be allocated by the Board between the successor public entity and the Parties, with that property and those funds returned to the Parties being distributed in proportion to the contribution of each Party during the term of this Agreement.

C. Transfer to Parties. In the event of termination of the JPA, when there is no successor public entity which will carry out the activities of the JPA, all real and personal property owned by the JPA and all JPA funds, including interest on deposits, remaining upon termination of the JPA, after payment of all obligations, shall be distributed to the Parties in proportion to the contribution of each Party during the term of this Agreement.

D. A Party that does not contribute funds to the acquisition of real and personal property owned by the JPA or to the accumulative of funds owned by the JPA shall not have an ownership interest in such real and personal property or funds or any entitlement to a distribution of such real and personal property or funds upon termination pursuant to this section XII. A Party shall only have an ownership interest in such real and personal property or funds and an entitlement to a distribution of such real and personal property or funds upon termination pursuant to this Section XII, if the Party has contributed to their acquisition and/or accumulation.

XIII. Liability

A. Except as specifically provided in this section XIIC, no debt, liability, or obligation of the JPA shall constitute a debt, liability or obligation of any Party.

B. Except as expressly authorized by the Board and by Section XIV of this Agreement, no Party shall be responsible for the acts and omissions of another Party's officers or employees

nor shall a Party incur any liabilities arising out of the services and activities of another Party's officers or employees.

C. The JPA may maintain such public liability and other insurance as deemed appropriate.

D. To the fullest extent permitted by law, the JPA agrees to save, indemnify, defend and hold harmless each Party from any liability, claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including attorneys fees and costs, court costs, interest, defense costs, and expert witness fees, where the same arise out of, or are in any way attributable in whole or in part, to negligent acts or omissions of the JPA or its employees, officers or agents; or the employees, officers or agents of any Party while acting within the course and scope of an agency relationship with the JPA.

XIV. Maintenance of Membership

A. The requirement to maintain membership is essential to the proper functioning of the JPA because the JPA will enter into a contract with San Mateo County or the Countywide ambulance provider (as indicated in Section IID) to provide defined pre-hospital emergency medical services. The continued participation of each of the Parties in the work of the JPA is required to fulfill the obligations and duties described in that contract. By executing this Agreement, each Party is giving its explicit consent to the JPA to provide services within the consenting Party's jurisdiction and to remain as a member of the JPA, subject to the right to withdraw from the JPA as provided in Section XIV(C).

B. In the event that a Party to this Agreement fails to maintain its membership in the JPA, or otherwise fails to abide by its duties and obligation as outlined in the contract referred to in Section XIV(A), the Board may determine that Party to be in default ("Defaulting Party"). The Board shall provide thirty (30) days written notice to the Defaulting Party of its determination that the party is in default and thereafter cause the Defaulting Party's duties and obligations to be performed by another Party to this Agreement and charge the Defaulting Party for the cost of providing those duties and obligations during the remaining period of the contract with the Countywide ambulance provider plus fifteen percent (15%).

C. Each Party to this Agreement shall have the opportunity to provide written notice to the Board that it will withdraw as a member of the JPA; provided that said notice is given no later than forty-five (45) days prior to the date a contract between the County of San Mateo and a potential Countywide ambulance provider is presented to the San Mateo County Board of Supervisors for its approval. For the purposes of this Section XIV(C), the "date the contract is presented to the Board" shall be the date the agenda of the Board is posted pursuant to Government Code §54954.2 or §54956.

D. Unless notice is provided in compliance with the terms of Section XIV(C), each Party to the Agreement shall remain a party to this Agreement and a member of the Group for the entire term of the contract between the County of San Mateo and the Countywide ambulance

provider, as that term may be amended. The obligation to remain a party in the JPA shall apply to any successor, reconfigured or consolidated entity of any such Party.

XV. Term, Amendments and Termination

A. This Agreement shall take effect on the date by which a total of any combination of ten cities and fire districts have executed this Agreement.

B. This Agreement may be amended or terminated by an affirmative vote of two-thirds of the Board. However, this Agreement may not be terminated during the term of the contract between the JPA and the Countywide ambulance provider, as that term may be amended.

XVI. Dispute Resolution

When a dispute arises between the JPA and a Party, the following procedures shall be followed:

A. The Executive Director shall attempt to resolve the matter with the Party.

B. If a satisfactory resolution is not reached with the Executive Director, the Party may forward the dispute to the JPA Management Committee for resolution. The recommendation of the JPA Management Committee shall be forwarded to the JPA Board of Directors. The JPA Board's decision shall be final.

IN WITNESS WHEREOF, the below public agency has caused its name to be included among those parties comprising the members this Joint Powers Agreement Establishing the San Mateo County Pre-Hospital Emergency Medical Services Group, and confirms adoption of a resolution or other action by the governing board or legislative body of that entity to that effect.

DATE:

CITY OF a Municipal Corporation

ATTEST:

CITY CLERK

RESOLUTION NO. 09-02

**A Resolution of the Board of Directors of the
San Mateo County Pre-Hospital Emergency Medical Services Providers
Group Adopting Amendments to the Joint Powers Agreement Establishing
the San Mateo County Pre-Hospital Emergency Medical Services Group**

Whereas, the San Mateo County Pre-Hospital Emergency Medical Services Group ("Group") is a joint powers agency which was established by and through the adoption of a Joint Powers Agreement ("Agreement") by the local agencies that are members of the Group; and

Whereas, from time to time the Group reviews the Agreement to update and revise its terms to reflect existing circumstances.

Now, therefore, the San Mateo County Pre-Hospital Emergency Medical Services Group does hereby resolve as follows:

Section One. The following sections of the Agreement shall be amended to provide as follows:

1. Section VIIB has been amended to list the parties to the Agreement.
2. Section VIIF(5) has been amended to provide for a process for adding items to the agenda of the Board.
3. Section VIII has been amended to change the name of the Executive Committee to the IPA Management Committee.
4. Section VII the Committee composition has been changed to include the Board Chair or his or her designee, and has removed the Operations Committee Chair as a member.
5. Section VIII has been amended to remove Operations Committee.
6. Section VII D.1. The agreement has been amended to provide any party with an option to opt out in the event that a financial obligation is being imposed upon the party that they do not wish to participate in.
7. Section XC relating to a Business Plan has been deleted.
8. Section XIC designating a member agency as the Secretary for record-keeping functions has been deleted
9. Section XIV has been amended to allow for the possibility of a contract directly between the Group and the County of San Mateo
10. Section XIV has been amended to remove penalty for termination of membership and define notification of intent to withdraw process.
11. Section XVI has been added to provide for a process of dispute resolution.
12. Conforming changes to implement the above-listed amendments.

Section Two. The Agreement, as amended by this Resolution, is attached in its entirety to this Resolution.

Section Three. The Executive Director is authorized to file a notice of this amendment to the Agreement with the Secretary of State pursuant to Government Code 6503.5.

PASSED AND ADOPTED this 9th day of February 2009 by the following vote:

AYES: 12

NOES: 0

ABSENT: 0

ABSTAIN: 0

ATTEST: 0

Irene O'Connell
Chair, San Mateo Pre-Hospital
Emergency Medical Services Group

Joint Powers Agreement Establishing
the San Mateo Pre-Hospital Emergency Services Providers Group

[The Parties to this Agreement will be, subject to the approval of each of the agencies, each of the cities with fire departments and each of the fire districts in San Mateo County.]

I. Background to Agreement

A. The San Mateo County Board of Supervisors, acting through its Emergency Medical Services Agency, is proposing to enter into a contract for pre-hospital emergency services transport ("Contract for Ambulance Service") with a qualified provider ("Countywide ambulance provider"). The Countywide ambulance provider will be selected at the conclusion of a request for proposal process.

B. Each of Parties to this Agreement provides or intends to provide first response medical services and other-emergency service response through its fire service employees in order to improve the quality and level of emergency medical services within their communities as part of the emergency medical service response network within San Mateo County.

C. The first response services provided by the Parties to this Agreement are necessary for the efficient functioning of an integrated system of pre-hospital emergency medical services.

D. The Parties to this Agreement would like to work cooperatively and collaboratively to achieve the purposes of this Agreement as outlined in Section II.

E. The similarity of pre-hospital emergency medical services provided by the Parties, their shared interest in improving quality of care and achieving economic savings in the delivery of services has led the Parties to jointly exercise powers to provide these services and achieve these objectives.

F. Alternatives to existing pre-hospital emergency transportation protocols are considered "value added" services which save health plans and consumers money in outside claims and reduce ambulance company costs.

II. Purposes of this Agreement

The purposes of this Agreement are:

A. To establish the San Mateo Pre-Hospital Emergency Services Group ("Group"), a joint powers agency capable of providing through employees of the Parties, or through a contract with a third party, pre-hospital emergency services in San Mateo County.

DUPLICATE ORIGINAL

B. To provide a mechanism to monitor and improve the quality of advanced life support services throughout San Mateo County.

C. To provide a means of monitoring the effectiveness of the public/private partnership to be established between the Group and the Countywide ambulance provider under contract with San Mateo County.

D. To provide by contract with the Countywide ambulance provider, ALS first response and other value-added services.

E. To devise and administer mechanisms to receive and share revenues through the cooperative provision of pre-hospital medical care in San Mateo County.

F. To establish a uniform level of service for ALS first response in San Mateo County.

G. To develop and maintain operational deployment plans to carry out the purposes of this Agreement while maintaining ongoing fire suppression activities.

H. To implement operational changes as deemed appropriate.

III. Definitions

Certain words as used in this Agreement shall be defined as follows:

A. "Advanced life support" shall be as defined in California Health & Safety Code section 1797.52.

B. "Board" shall mean the governing board established pursuant to this Agreement to administer and implement this Agreement.

C. "Group" shall mean the San Mateo Pre-Hospital Emergency Services Group.

D. "Pre-hospital emergency medical services" shall mean basic life support, advanced life support, transport and such other value-added emergency medical services performed prior to the patient's arrival at the medical facility.

IV. Creation of the San Mateo Pre-Hospital Emergency Services Group

There is hereby created the San Mateo Pre-Hospital Emergency Services Group ("Group") to exercise in the manner set forth in this Agreement the powers common to each of the Parties. The Group shall be a public entity separate from the Parties.

V. Powers of the Group

The Group shall have the following powers and duties:

A. To provide for the delivery of pre-hospital emergency medical services by employees of the Parties or through a contract with a third party;

B. To make and enter into contracts;

C. To develop and implement an annual apportionment among the Parties of the revenues received from sources other than the Parties for countywide paramedic first response, non-traditional move-ups and value-added services;

D. To solicit and accept grants, advances, and contributions from all sources, public and private;

E. To negotiate for, acquire, hold manage, maintain, control, or dispose of real and personal property;

F. To employ or contract for the services of agents, administrative employees, consultants and such other persons or firms as it deems necessary;

G. To sue and be sued in its own name;

H. To incur debts, liabilities or obligations in accordance with a duly approved budget;

I. To levy and collect fees and charges, including administrative and operating costs, as provided in this Agreement or by law;

J. To invest any surplus funds not required for the immediate necessities of the Group as the Group Board determines is advisable, in the same manner and upon the same conditions as local agencies pursuant to Government Code section 53601;

K. To acquire additional value-added services from any Party to this Agreement. Additional value-added services shall be those services which add to the quality of pre-hospital medical care and which are provided in addition to ALS paramedic response and non-traditional move-ups.

L. To enforce all provisions of this Agreement.

VI. Operating Principles

The Parties adopt the following operating principles which shall both guide the actions of the Board established pursuant to Paragraph VII, and help to resolve issues not anticipated at the time this Agreement was executed:

A. The Parties are delegating governing of the Group to the Governing Board established by Paragraph VII. This is a delegation of authority, not responsibility. Therefore the Governing Board and its members, in carrying out this delegation, shall be accountable to the Parties.

B. The work of the Group is of vital public interest. Therefore, the Parties strongly support the principles of maximum public access and input. Questions, suggestions, comments and concerns about the decisions of the Group shall be encouraged by the Board.

C. The Parties shall have free and thorough access to the Board and to the Operations and Executive Committees established pursuant to Paragraph IX.

D. The Parties agree that the Group shall have the exclusive right and obligation to negotiate an agreement with the Countywide ambulance provider to provide, through the Parties' employees or through contract with a third party, pre-hospital emergency medical care in San Mateo County. None of the Parties shall negotiate nor enter into any agreement with the Countywide ambulance provider to provide pre-hospital emergency medical care in San Mateo County.

VII. Governing Board

A. Creation of Governing Board. There is hereby created a Governing Board ("Board") to govern the Group. The Board shall exercise all powers and authority on behalf of the Parties and may do any and all things necessary to carry out this Agreement.

B. Membership on the Board. The Board shall be constituted of one elected representative from the governing body of each of the Parties. Each Party shall select one representative and one alternate to serve on the Board.

C. Terms: Each Board member shall serve until replaced.

D. Voting: Each member of the Board shall have one vote. The affirmative vote of a simple majority of the members present shall be required to take action unless any Party requests the Board to vote on a particular action item by using "special voting procedures". Taking action using "special voting procedures" shall require the affirmative vote of a simple majority of the Parties to this Agreement which represent a majority of the population.

E. Meetings of the Board.

1. Regular Meetings. During the first year that this Agreement is in effect, the Board shall hold meetings at least quarterly. Thereafter, the Board shall hold at least two meetings each year. The date, hour and place at which each such regular meeting shall be held shall be fixed by resolution of the Board.

2. Special Meetings. Special meetings of the Board may be called in accordance with Government Code §54956 (the Brown Act). Upon the request of at least four Parties, the Chairman of the Governing Board of the Group shall call a special meeting of the Governing Board to discuss a decision or action of the Executive or Operations Committees created by Section VIII.

3. Notice of Meetings. All meetings of the Board shall be held subject to the provisions of the Ralph M. Brown Act (Government Code sections 54950 and following), and other applicable laws of the State of California requiring notice of meetings of public bodies.

4. Minutes. The Board shall cause minutes of all open meetings to be kept and shall, as soon as possible after each meeting, cause a copy of the minutes to be forwarded to each member of the Board.

5. Quorum. A majority of the members of the Board shall constitute a quorum for the transaction of business, except that less than a quorum may adjourn from time to time.

6. Rules and regulations for the conduct of the Board's affairs. The Board shall adopt from time to time such rules or regulations for the conduct of its affairs as may be required.

F. Notice to Secretary of State. The Board shall cause to be filed within 30 days of the effective date of this Agreement, or any amendment to this Agreement, notices of this Agreement or any amendment to this Agreement with the office of the Secretary of State pursuant to Government Code section 6503.5.

VIII. Executive Committee and Operations Committee

A. There is hereby created an Executive Committee which shall function as a sub-committee of the Board.

1. The Executive Committee shall be made up of six people: five who are either city managers, fire chiefs or special district administrators, each selected from and representing one of the five zones created in the San Mateo County Request for Proposals for Ambulance Service or as created by the Governing Board of the Group; and one who is a member of the Operations Committee created by Section VIII B of this Agreement. With the exception of the member from the Operations Committee, the members of the Executive Committee shall be selected by the Board. The Board shall select the members of the Executive Committee (a) by asking those members of the Board within each zone to make a recommendation to the Board for that zone's representative on the Executive Committee and then (b) by adopting those recommendations as the Executive Committee members.

2. The Executive Committee shall have all those powers necessary and proper to carry out the Purposes of the Group (defined in Section II in accordance

with the Operating Principles (defined in Section VI) with the exception of the powers (a) to enter into a contract with the Countywide ambulance provider; (b) to adopt a budget and (c) to determine the apportionment between the Parties of revenues from that contract.

3. All meetings of the Executive Committee shall be held subject to the provisions of the Ralph M. Brown Act (Government Code sections 54950 and following), and other applicable laws of the State of California requiring notice of meetings of public bodies.

B. There is hereby created an Operations Committee which shall function as a sub-committee of the Executive Committee.

1. The Operations Committee shall be made up of fifteen (15) people from a cross-section of fire operations (supervisory, management, operational; EMT I, EMT II, EMT-P, trainers and preceptors) as well as a city manager. Of the fifteen members of the Operations Committee, there shall be (a) at least one member from each of the zones created in the San Mateo County Request for Proposals for Ambulance Service or as created by the Governing Board of the Group and (b) at least five members of local labor organizations representing firefighters/paramedics. The City Manager shall be selected by the San Mateo County City Managers' Association. The five members of local labor organizations shall be selected by the San Mateo County Fire Chiefs' Association with the agreement of the local labor organizations. The remaining members of the Operations Committee shall be selected by the San Mateo County Fire Chiefs' Association. The Operations Committee shall select one of its members to serve on the Executive Committee created by Section VIII A of this Agreement.

2. The Operations Committee shall be responsible for the implementation of the work of the Group; shall coordinate and resolve operational issues as necessary for the successful operation of the Group; and shall bring forward any recommendations to the Executive Committee and to the Board which it deems to be in the best interest of successful operations of the public/private partnership which will be created with the Countywide ambulance provider, the integrated system of pre-hospital emergency medical services and the Group.

3. The Operations Committee may invite at its discretion, technical advisers including a registered nurse or physician and an employee of the San Mateo County Emergency Medical Services Agency.

IX. Staffing

The Executive Committee may appoint and retain staff as may be provided for in the Group's adopted budget to fulfill its powers, duties and responsibilities under this Agreement, including, but not limited to, appointment of temporary or permanent staff, contracting with technical experts, legal counsel, and other consultants, or contracting with any of the Parties.

X. Funds and Budget

A. Fiscal Year. The fiscal year for the Group shall January 1 through December 31.

B. Annual Budget and Long Range Forecast. Not later than 30 days before the end of each fiscal year, the Board shall adopt by resolution a budget for the following fiscal year setting forth all anticipated administrative, operational, and capital expenses and sources of funds for the Group. In conjunction with its annual budget, the Board may adopt by separate resolution a long-range budget forecast estimating all anticipated administrative, operations and capital expenses and sources of funds for the Group for the next five years.

C. Business Plan. The Board shall adopt a Business Plan to implement the purposes and powers enumerated in this Agreement. The Business Plan may require an initial contribution of funds from the Parties and an apportionment of expenses among the Parties.

D. Revenue Allocation Plan. The Board shall adopt, and as may be required from time to time thereafter shall amend, a plan for the equitable allocation of revenues received by the Group.

XI. Audit and Accounting Services

A. Depository. The Board shall designate the Treasurer of one the Parties to be depository with custody of all Group funds from whatever source and to perform all functions to fulfill the requirements of Government Code section 6505.5. The Board shall set the amount of the bond required for the Treasurer.

B. Auditor: The Board shall designate the Auditor of one of the Parties to perform the functions of Auditor for the Group. There shall be strict accountability of all funds. The Auditor shall either make or contract for an audit of the accounts and records of the Group at least annually as prescribed by section 6505 of the Government Code. The minimum requirements of the audit shall be those prescribed by the State Controller for special districts by Government Code section 26909.

C. Secretary/Record-Keeping: The Board shall designate the Clerk of one of the Parties to perform the functions of Secretary and Custodian of Records for the Group. The Secretary/Record-Keeper shall take and maintain minutes of the meetings of the Board and the Executive Committee, post required public notices of meetings as well as performing other duties as assigned.

XII. Disposition of Property and Funds Upon Termination of the Group

A. Complete Transfer to Successor Entity. In the event of termination of the Group where there is a successor public entity which will carry on the activities of

the Group and assume its obligations, all real property owned by the Group and all Group funds including interest on deposits, remaining upon termination of the Group, and after payment of all obligations shall be transferred to the successor public entity.

B. Partial Transfer to Successor Entity. If there is a successor public agency which would undertake some of the functions of the Group and assume some of its obligations, all real property owned by the Group and Group funds, including any interest earned on deposits, remaining upon termination of the Group, and after payment of all obligations, shall be allocated by the Board between the successor public entity and the Parties, with that property and those funds returned to the Parties being distributed in proportion to the contribution of each Party during the term of this Agreement.

XIII. Liability

A. No debt, liability, or obligation of the Group shall constitute a debt, liability or obligation of any Party.

B. Except as expressly authorized by the Parties and by Section XIV of this Agreement, no Party shall be responsible for the acts and omissions of another Party's officers or employees nor shall a Party incur any liabilities arising out of the services and activities of another Party's officers or employees.

C. The Group may maintain such public liability and other insurance as deemed appropriate.

D. If the Group is held liable upon any judgment for damages caused by a negligent or wrongful act or omission occurring in the performance of this Agreement, the pro rata share of each Party in the satisfaction of such judgment shall be based upon each Party's allocation of "units" in the revenue allocation plan adopted by the Board.

XIV. Maintenance of Membership

A. Each Party to this Agreement shall have the opportunity to provide notice to the Board that it will withdraw as a member of the Group and as a Party to this Agreement; provided that said notice is given during the period, and only during the period, which is fifteen (15) days from the date the contract between the Group and the potential Countywide ambulance provider is presented to the Board for its consideration and which is prior to approval of that contract by the Board. For the purposes of this Section XIVA, the "date the contract is presented to the Board" shall be the date the agenda of the Board is posted pursuant to Government Code §54954.2 or §54956.

B. Unless notice is provided in compliance with the terms of Section XIVA, each Party to this Agreement shall remain a party to this Agreement and a member of the Group for the entire term of the contract between the Group and the

Countywide ambulance provider, as that term may be amended. The obligation to remain a party to this Agreement and the consent given by each such Party further described in Section XIVC, shall be binding upon and shall apply to any successor, reconfigured or consolidated entity of any such Party.

C. The requirement to maintain membership found in Section XIVB of this Agreement is essential to the proper functioning of the Group. The Group will enter into a contract with the Countywide ambulance provider (as indicated in Section IID) to provide defined pre-hospital emergency medical services. The continued participation of each of the Parties in the work of the Group is required to fulfill the obligations and duties described in that contract. By executing this Agreement, each Party is giving its explicit consent to the Group to provide services within the consenting Party's jurisdiction under the terms set forth in Section XIVD of this Agreement.

D. In the event that any Party to this Agreement fails to maintain its membership in the Group or otherwise fails to abide by its duties and obligations as outlined in the contract referred to in Section XIVB ("Defaulting Party"), as determined by the Board, the Board may cause those duties and obligations to be performed by another Party to this Agreement and charge the cost of providing those duties and obligations during the remaining period of the contract with the Countywide ambulance provider plus fifteen percent (15%) of that cost to the Defaulting Party.

E After the contract with the Countywide ambulance provider is approved by the Board, any Party to this Agreement shall have the opportunity to provide written notice to the Board of its intent to withdraw from membership in the Group effective on the day after the expiration date of the contract between the Group and the Countywide Ambulance Provider. Such notice shall be provided no later than sixty (60) days prior to the expiration of the contract between the Group and the Countywide ambulance provider.

XV. Term, Amendments and Termination

A. This Agreement shall take effect on the date by which a total of any combination of ten cities and fire districts have executed this Agreement.

B. This Agreement may be amended or terminated by an affirmative vote of two-thirds of the governing bodies of all Parties; provided, however, that this Agreement may not be terminated during the term of the contract between the Group and the Countywide ambulance provider, as that term may be amended.

7/24/97


In witness whereof, the following parties have each executed this Agreement on the dates set forth below and acknowledge their membership in the San Mateo Pre-Hospital Emergency Services Providers Group:

ENTITY: CITY OF BRISBANE


Date: 8/11/97

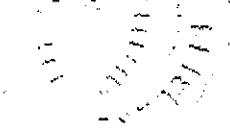

W. Clarke Conway, Mayor

ATTEST:


Sheri Marie Schroeder
Deputy City Clerk

APPROVED AS TO FORM:


Harold S. Toppel
City Attorney



Resolution No. 09-03

**A Resolution of the San Mateo County Pre-Hospital Emergency Medical Services
Group
Approving an Agreement with the County of San Mateo to be a
Designated Paramedic First Response Service Provider**

Whereas, the San Mateo County Pre-Hospital Emergency Medical Services Group (“Group”) is a joint powers agency which was established by and through the adoption of a Joint Powers Agreement (“Agreement”) by the local agencies that are members of the Group; and

Whereas, the California Health & Safety Code specifies that advanced life support services are provided as part of a local emergency medical services system; and

Whereas, the County of San Mateo has determined that countywide paramedic first response is the most appropriate and efficient manner of providing first responder services to the people and visitors to the County of San Mateo; and

Now, therefore, the San Mateo County Pre-Hospital Emergency Medical Services Group does hereby resolve as follows:

The Agreement with the County of San Mateo to be a Designated Paramedic First Response Service Provider, attached to this resolution as Exhibit C, is hereby approved.

PASSED AND ADOPTED this 20th day of May 2009 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

Chair, San Mateo Pre-Hospital
Emergency Medical Services Group

EXHIBIT B

May 20, 2009

TO: Honorable Board of Directors

FROM: John Odle, Executive Director

SUBJECT: AGREEMENT WITH SAN MATEO COUNTY DESIGNATING THE
SAN MATEO COUNTY PRE-HOSPITAL EMERGENCY MEDICAL
SERVICES GROUP AS A PARAMEDIC FIRST RESPONSE
PROVIDER

SUMMARY

The San Mateo County Pre-Hospital Emergency Medical Services Group, a joint powers authority (JPA) has finalized negotiations of a direct contract with San Mateo County permitting the JPA to provide paramedic first responder services throughout the San Mateo County exclusive operating area (EOA). The contract is attached as Exhibit C and following approval will commence July 1, 2009. The current contract with American Medical Response (AMR) terminates June 30, 2009.

RECOMMENDATION

The Executive Committee recommends the Board of Directors approve the attached proposed contract with San Mateo County, by adopting Resolution No.09-03: A Resolution of the Board of Directors of the San Mateo County Pre-Hospital Emergency Medical Services Providers Group approving an agreement with the County of San Mateo to be a Designated Paramedic First Responder Provider beginning July 1, 2009.

BACKGROUND

The San Mateo County Pre-Hospital Emergency Medical Services Group, a joint powers authority (JPA) capable of providing paramedic first responder services was established in 1997. The JPA established a uniform and improved level of service for paramedic first response in the San Mateo County Exclusive Operating Area.

Under the current contract, the JPA is sub-contracted to provide paramedic first responder services for AMR, the current ambulance provider for San Mateo County

within the EOA. The contract with AMR terminates effective June 30, 2009. AMR compensates the JPA for a portion of the costs incurred to provide paramedic first responder services and provides medical supplies and durable medical equipment for use by the JPA. The JPA has a Designating Agreement with San Mateo County but is not contracted with the County to deliver services. This Designating Agreement with San Mateo County also terminates June 30, 2009 at which time the JPA member agencies will no longer be authorized to provide paramedic first responder services without a new agreement.

Representatives of the Executive Committee along with JPA Staff entered into negotiations with San Mateo County in April, finishing negotiations in early May. The proposed contract incorporates by reference operational detail contained within the Operating Agreement between the JPA and AMR, as well as other system requirements pertaining to all San Mateo County paramedics as specified in the agreement between the County and AMR. Representatives of the Executive Committee and Staff participated in the negotiation of both agreements and the JPA supported the contract between the County and AMR when it was taken to the San Mateo County Board of Supervisors for approval in March.

This agreement improves the position of the JPA by ending the contractor sub-contractor relationship that is currently in place. This agreement will allow the JPA to have an equal position in system oversight and to share in important decision making related to the performance of the system under the new contracts. The contract renews the JPA paramedic first responder designation and provides the JPA with additional compensation of \$435,572 during the first twelve months of the agreement.

EXHIBIT C

**AGREEMENT WITH THE SAN MATEO COUNTY PRE-HOSPITAL
EMERGENCY MEDICAL SERVICES GROUP
TO BE A DESIGNATED PARAMEDIC FIRST RESPONSE SERVICE PROVIDER**

THIS AGREEMENT, entered into this _____ day of _____, 2009, by and between the COUNTY OF SAN MATEO, a political subdivision of the State of California, hereinafter called "County" and The San Mateo Pre-Hospital Emergency Medical Services Group (JPA), hereinafter collectively called "JPA";

WITNESSETH:

WHEREAS, the JPA is made up of the following entities: City of Brisbane, City of Burlingame, City of Daly City, City of Foster City, Town of Hillsborough, City of Millbrae, City of Pacifica, City of Redwood City, City of San Bruno, City of San Mateo, City of South San Francisco, Belmont Fire Protection District, Coastside Fire Protection District, Colma Fire Protection District, County of San Mateo, Menlo Park Fire Protection District, and Woodside Fire Protection District; and

Agd San Mateo

WHEREAS, the JPA shall provide advanced life support services pursuant to its responsibilities as set forth in the Operating Agreement between the JPA and American Medical Response West ("AMR") and provided for in the agreement between County and AMR for Countywide Emergency Ambulance Service ("EASA") at paragraph 1.

WHEREAS, County has determined that countywide paramedic first response prescribed herein is the most appropriate and efficient manner of providing first responder services to the people of San Mateo County; and

WHEREAS, Division 2.5 of the Health and Safety Code, Section 1797.52 specifies that advanced life support services are provided as part of a local EMS

system; and

WHEREAS, pursuant to Title 22, Division 9, Section 100168(b)(4) an EMT-Paramedic Service Provider shall have a written agreement with the local EMS agency to participate in advanced life support program and to comply with all applicable State regulations and local policies and procedures including participation in the local EMS agency's quality assurance system; and

WHEREAS, County has determined that all requests for emergency ambulance service shall be met by paramedic equipped and staffed first response vehicles and paramedic equipped and staffed ambulances; and

WHEREAS, the Agreement between County and AMR for Countywide Emergency Ambulance Service (EASA) commencing on July 1, 2009 includes the provision of specific medical equipment, supplies, vehicles, and other services to the JPA; and

WHEREAS, the Agreement between County and AMR for Countywide Emergency Ambulance Service commencing on July 1, 2009 includes an annual AMR payment to the County for JPA first responder services; and

WHEREAS, the system design contained in this Agreement is the result of a three-year process involving the County, cities, fire districts, hospitals, ambulance providers, paramedics, physicians, nurses, dispatchers, and consumers;

WHEREAS, the City of South San Francisco is not part of San Mateo County's exclusive operating area as it has provided continuous paramedic advanced life support services since 1974;

NOW, THEREFORE, THE PARTIES HERETO AGREE as follows:

1. Services to be Performed by JPA

The JPA shall provide countywide paramedic first responder services, except within the City of South San Francisco, as described in the Emergency Ambulance Services Agreement ("EASA") between County and AMR and in the Operating Agreement between the JPA and AMR and incorporated herein. All entities that are presently members and maintain membership with the JPA may provide advanced life support within the JPA's service area and may respond into other jurisdictional areas by virtue of automatic aid agreements in accordance with State law and the policies and procedures of the local EMS agency and any amendments, or additions, thereto. All entities that are presently members of the JPA are authorized to provide advanced life support using EMT-Paramedics on JPA's fire apparatus or on ambulances belonging to American Medical Response West as described in the EASA and the Operating Agreement between the JPA and AMR.

2. ALS Mandate

JPA members are mandated to and shall respond to all requests for services under the Operating Agreement and the EASA using an advanced life support ("ALS") first response vehicle. Each ALS first response vehicle shall be staffed with at least two personnel, at least one of whom shall be licensed and accredited as a paramedic.

3. Payments

Pursuant to Schedule A Section XIII. D. of the EASA AMR shall remit a monthly payment of ~~\$314,461~~ ^{311,962} to County for payment to the JPA for first responder services.

Contingent on AMR's timely payment to County, County shall remit such payments from AMR to the JPA on the last day of each month beginning July 31, 2009.

However, in the event that AMR fails to pay County for JPA's first responder services as specified in Schedule A Section XIII. D. of the EASA, County shall not be obligated to remit payment to the JPA until AMR remits the payments for the JPA to the County.

The amount listed in this section may increase annually beginning July 1, 2010, however, such increases may not exceed the Consumer Price Index (CPI) I-Bay Area cost index increases for the previous year.

4. Relationships of Parties

It is expressly understood that this is an Agreement made in order to satisfy the requirements contained in Title 22, Division 9, Article 5, Section 100168, and that no agency, employee, partnership, joint venture or other relationship is established by

the Agreement. It is expressly understood that the County does not warranty, and is not responsible for, any services provided under this Agreement.

5. Hold Harmless

It is agreed that JPA shall defend, save harmless, and indemnify County, its officers and employees, from any and all claims for injuries or damage to persons and/or property which arise out of the terms and conditions of this Agreement and which result from the negligent acts or omissions of the JPA, its officers, agents, employees, and subcontractors, in the performance of this Agreement. It is agreed that JPA members shall maintain all insurance required by its Operating Agreement with AMR and that the JPA members shall list County as an additional insured on such insurance. The duty of the JPA to indemnify and save harmless as set forth herein, shall include the duty to defend as set forth in Section 2778 of the California Civil Code.

It is further agreed that County shall defend, save harmless, and indemnify the JPA, its officers, employees, and members from any and all claims for injuries or damages to persons and/or property which arise out of the terms and conditions of this Agreement and which result from negligent acts or omissions of County, its officers, and/or employees.

In the event of concurrent negligence, the liability for any and all claims for injuries or damages to persons and/or property which arise out of the terms and conditions of this Agreement shall be apportioned under the California theory of comparative negligence as established presently, or as may be hereafter modified.

6. Privacy Compliance

During the term of this Agreement, each party may receive from the other party, or may receive or create on behalf of the other party, certain confidential health or medical information ("Protected Health Information" or "PHI," as further defined below). This PHI is subject to protection under state and/or federal law, including the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 ("HIPAA") and regulations promulgated thereunder by the U.S. Department of Health and Human Services ("HIPAA Regulations"). Each party represents that it has in place policies and procedures that will adequately safeguard any PHI it receives or creates, and each party specifically agrees to safeguard and protect the confidentiality of Protected Health Information consistent with applicable law. Without limiting the generality of the foregoing, each party agrees that it shall have in place all policies and procedures required to comply with HIPAA and the HIPAA Regulations prior to the date on which such compliance is required.

For purposes of this section, "Protected Health Information" means any information, whether oral or recorded in any form or medium: (a) that relates to the past, present or future physical or mental health or condition of an individual; the provision of

health care to any individual; or the past, present or future payment for the provision of health care to an individual, and (b) that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual.

This section shall be interpreted in a manner consistent with HIPAA, the HIPAA Regulations and other state or federal laws applicable to PHI.

JPA agrees to indemnify, defend and hold harmless the County and its respective employees, directors, officers, subcontractors, agents or other members of its workforce (collectively, "indemnified party,") against all damages suffered by the indemnified party and all liability to third parties arising from any breach of this section by JPA.

County agrees to indemnify, defend and hold harmless the JPA and its directors, officers, employees and members ("indemnified party") against all damages suffered by the indemnified party and all liability to third parties arising from any breach of this section by County.

7. Assignments and Subcontracts

A. Without the written consent of the Chief, San Mateo County Health System or his/her designee, this Agreement is not assignable in whole or in part. Any assignment by JPA without the written consent of the Chief, San Mateo County Health System violates this Agreement and shall be cause for the County to terminate this Agreement upon 120 days written notice. Said written consent shall not be unreasonably withheld when beneficial ownership of the organization remains unchanged.

B. Other than as provided for in this Agreement, JPA shall not employ subcontractors or consultants to carry out the responsibilities undertaken pursuant to this contract without the written consent of the Chief, San Mateo County Health System.

C. All assignees, subcontractors, or consultants approved by Chief, San Mateo County Health System or his/her designee shall be subject to the same terms and conditions applicable to JPA under this Agreement.

D. All Agreements between JPA and any subcontractor and/or assignee for services pursuant to this Agreement (if applicable) shall be in writing and shall be provided to County.

8. Merger and Modification/ Alteration of Agreement

This Agreement is the entire agreement between the parties with respect to matters herein discussed and contains all the terms and conditions agreed upon by the

parties. No alteration or variation shall be valid unless made in writing and signed by the parties hereto, and no oral understanding or Agreement shall be binding on the parties hereto.

9. Records

A. JPA agrees to provide to County, to any Federal or State department having monitoring or reviewing authority, to County's authorized representatives and/or their appropriate audit agencies upon reasonable notice, access to and the right to examine and audit all records and documents necessary to determine compliance with relevant Federal, State, and local statutes, rules and regulations, and this Agreement, and to evaluate the quality, appropriateness and timeliness of services performed, to the extent necessary to determine such compliance and evaluate such quality, appropriateness and timeliness. JPA shall make available for the County's inspection, to the extent necessary to verify compliance with this Agreement, its financial records for its services provided pursuant to this Agreement for review or audit at any place designated by County and if requested, JPA shall provide copies of such records to County.

B. JPA shall maintain and preserve all records relating to this Agreement and the Operations Agreement in its possession, for a period of four (4) years from the termination date of this Agreement, or until audit findings are resolved.

10. Financial Reports, Accounting, and Auditing Procedures

JPA agrees to make annual audited financial reports available to the County upon request. JPA shall also share annual operational budget upon the request of the County.

11. Compliance with Other Agreements and Applicable Laws

All services to be performed by JPA pursuant to this Agreement shall be performed in accordance with JPA's Operating Agreement with AMR and the EASA. Each party to this Agreement shall comply with all applicable federal (including federal anti-kickback statute), state, county and municipal laws, ordinances, regulations, EMS policies or protocols, including but not limited to appropriate licensure, certification regulations, provisions pertaining to confidentiality of records, and applicable quality assurance regulations and/or policies.

12. Notices

Any notice, request, demand or other communication required or permitted hereunder shall be deemed to be properly given when deposited in the United States mail, postage prepaid:

1) In the case of County:
Chief, San Mateo County Health System
County of San Mateo
225 37th Avenue
San Mateo, CA 94403
or to such person or address as County may, from time to time furnish to JPA.

2) In the case of JPA, to:
Executive Director
San Mateo Pre-Hospital Emergency Medical Services Medical Group
1600 Floribunda Avenue
Hillsborough, CA 94010

13. Controlling Law

The validity of this Agreement and its terms or provisions, as well as the rights and duties of the parties hereunder, the interpretation and performance of this Agreement shall be governed by the laws of State of California and shall be brought and maintained in the Superior Court in and for the County of San Mateo.

14. Term of Agreement

The term of this Agreement shall run concurrent with the term of the Operations Agreement between the JPA and AMR and the Countywide Emergency Ambulance Agreement between the County and AMR. The parties agree that if both of the aforementioned agreements are terminated this Agreement shall automatically terminate. Additionally, this Agreement may be terminated at anytime by the JPA or by mutual written agreement of the County and the JPA.

It is understood that if this Agreement is terminated for any reason, JPA or any of its members, excluding the City of South San Francisco, will not have the approval of County's EMS Agency to be an EMT-Paramedic Service Provider or Advanced Life Support Service Provider within San Mateo County and must cease all advanced life support services immediately. In the event this Agreement is terminated, the EMS Administrator will meet with representatives of the JPA to discuss the terms and conditions under which the JPA or any of its members may be re-designated as an EMT-P Service Provider or Advanced Life Support Service Provider. It is further agreed that if any of the entities listed in this Agreement, other than the City of South San Francisco, are no longer members of the JPA, that the entity leaving the JPA will have no authority to provide ALS services until that entity executes a separate

agreement with the County to be designated as an ALS provider pursuant to Title 22, Division (, Section 1000168 (b) (4).

Declaration of Major Breach and Takeover of 911 Ambulance Service

In the event that the Chief, San Mateo County Health System determines that a Major Breach of the EASA has occurred and such determination is brought to the Board of Supervisors, and if the nature of the breach is, in the Chief, San Mateo County Health System's and Board of Supervisors' opinion such that there is a serious and immediate threat to public health and safety, and after JPA has been given notice and an opportunity to appear before the Board of Supervisors, JPA shall cooperate completely and immediately with County to continue to provide paramedic first responder services pursuant to this Agreement and in conformity with the Major Breach provisions under the EASA. In the event of a Major Breach under the EASA, the County shall make every effort to enforce section XIII.D. of the EASA with AMR to allow for continued payments to the JPA under paragraph 3 of this Agreement. If County is unable to secure payments from AMR then JPA may terminate this Agreement thirty (30) days after the declaration of Major Breach. In the event of a termination under this section the JPA and its members will not have the approval of County's EMS Agency to be an EMT-Paramedic Service Provider or Advanced Life Support Service Provider within San Mateo County and must cease all advanced life support services immediately. In the event this Agreement is terminated, the EMS Administrator will meet with representatives of the JPA to discuss the terms and conditions under which the JPA or any of its members may be re-designated as an EMT-P Service Provider or Advanced Life Support Service Provider.

15. Other Provisions

A. Right of Inspection: County or any of its duly authorized employees or agents shall have the right to make inspections or investigations at any time without prior notice for the purpose of determining whether JPA is complying with the terms and conditions of the Operating Agreement with AMR, to the extent required to verify compliance with this Agreement. JPA shall make available to County, its records with respect to all matters covered by the Agreement. A county representative may contact the JPA to schedule a ride as "third person" on any of the paramedic first response vehicles. A county representative may inspect any paramedic first response vehicle at any time without prior notice.

B. Compliance With First Responder Standards

Each first responder ALS unit shall be staffed by at least one paramedic.

JPA shall have four JPA EMS Supervisors, who shall have responsibility for their assigned zones; 1(North Zone, 2) Central Zone, 3) South Zone, and 4) Coastal Zone. These EMS Supervisors shall have 24-hour responsibility for EMS issues involving the paramedic first responders within their assigned zone. At least one of these EMS Supervisors will be available on-call at all times for all zones during non-business hours 365 days per year.

The JPA and its members agree to comply with the standards of paramedic professionalism, training, certifications, and recordkeeping outlined in Schedule A sections II., III.B.3., IV. E., and V. of the EASA and paragraphs V., VI., VII., VIII., IX., X., and XXI of the Operating Agreement.

C. Noncompliance of JPA With Agreements

Any failure of the JPA or its members to comply with the terms of this Agreement shall be referred, in writing, to the Executive Steering Council (ESC) for its review and recommended action. Such non-compliance may include, but is not limited to, paramedic first responder qualifications/licensing/certification/accreditation/, required training, patient records, equipment, supplies, quality assurance program. The ESC shall communicate its findings to the JPA within 30 days of receiving a written referral.

JPA shall have 60 days to cure any finding of non-compliance by the ESC. If the ESC determines that the JPA is non-compliant following the 60 day cure period, it shall review the non-compliance and recommend one of the following actions:

- 1) Provide the JPA an additional 30 days to cure the non-compliance;
- 2) Recommend that AMR withhold a portion of the JPA payments to County;
- 3) Provide the JPA with a remediation plan designed to cure such non-compliance. ESC shall have the power to monitor JPA's compliance at monthly intervals with the purpose of correcting any area of non-compliance.

16. Authority to Enter Into Agreement

The parties executing this Agreement warrant that they have full and complete legal authority to execute this Agreement on behalf of their agency.

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have affixed their hands.

COUNTY OF SAN MATEO

By: _____
President, Board of Supervisors

Date: _____

ATTEST:

Clerk of Said Board

San Mateo Pre-Hospital Emergency
Medical Group

By: _____

Date: _____

By: _____

Date: _____

Resolution No. 09-04

A Resolution of the San Mateo County Pre-Hospital Emergency Medical Services Group
Approving an Agreement with American Medical Response (AMR)

Whereas, the San Mateo County Pre-Hospital Emergency Medical Services Group (“Group”) is a joint powers agency which was established by and through the adoption of a Joint Powers Agreement (“Agreement”) by the local agencies that are members of the Group; and

Whereas, AMR entered into an Emergency Ambulance Services Agreement (EASA) with the County of San Mateo dated February 6, 2009 to provide paramedic and transport services to the exclusive operating area defined by the geographical boundaries of the County of San Mateo, excluding the city of South San Francisco; and

Whereas, the EASA requires the adoption of an Operations Agreement between AMR and the JPA which sets forth the conditions pursuant to which AMR and JPA will work cooperatively to provide pre-hospital care services to the County; and

Whereas, AMR and the JPA have agreed to cooperate and assist each other to provide the best possible care to the residents and visitors of the County of San Mateo.

Now, therefore, the San Mateo County Pre-Hospital Emergency Medical Services Group does hereby resolve as follows:

The Operations Agreement between the San Mateo Pre-Hospital Emergency Services Medical Group and American Medical Response, West, attached to this resolution as Exhibit A, is hereby approved.

PASSED AND ADOPTED this 20th day of May 2009 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

Chair, San Mateo Pre-Hospital
Emergency Medical Services Group

Operations Agreement between the San Mateo County Pre-Hospital Emergency Services Medical Group and American Medical Response, West

THIS OPERATIONAL SERVICES AGREEMENT is made between the American Medical Response West ("AMR"), and the San Mateo County Pre-Hospital Emergency Services Group (the "JPA") set out on the signature page of this Agreement. This Agreement is effective as of the Commencement Date as defined in Schedule "A".

WHEREAS, AMR and County of San Mateo ("County") entered into an Emergency Ambulance Services Agreement dated February 6, 2009 ("EASA"), to provide paramedic and transport services to the exclusive operating area defined by the geographical boundaries of the County of San Mateo, excluding the city of South San Francisco

WHEREAS, the JPA and County will enter into an Agreement for Countywide Paramedic First Response Services ("CFRS"), to the exclusive operating area defined by the geographical boundaries of the County of San Mateo, excluding the city of South San Francisco;

WHEREAS, the EASA requires the establishment of an "Operations Agreement" between AMR and the JPA which sets forth the conditions pursuant to which AMR and JPA will work cooperatively to provide pre-hospital care services to the County. Both parties are desirous of creating an effective system of delivery for out-of-hospital episodic health care and seek to work in a collaborative fashion to achieve this end.

WHEREAS, the parties shall cooperate and assist each other to provide the best possible care to the residents and visitors of the County of San Mateo.

NOW THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. **Purpose of Agreement.** The purpose of this agreement is to define, to the maximum extent possible, the operational roles and expectations by and between the parties in an effort to maximize the effectiveness and

efficiency of the out-of-hospital advanced life support first response and ambulance system in the County of San Mateo.

2. **Provision of Services.** AMR and JPA each agree to provide their respective services described in Schedule "A" hereto (the "Services") to patients ("Patients") in accordance with the terms and conditions described in Schedule "A" and in the service area(s) described in Schedule "A" (the "Service Area"). AMR and JPA each agree to perform each of their respective obligations described in Schedule "A."

3. **Compliance with Laws.** The parties will comply in all material respects with all applicable federal and state laws and regulations, including the federal Anti-kickback statute.

4. **Term.** The initial term of this Agreement shall be co-terminus with the EASA, commencing on the Commencement Date set out in Schedule "A" hereof. The initial term and all renewal periods (as agreed to by the parties in writing) shall be cumulatively referred to as the "Term".

5. **Termination.** Each party may terminate this Agreement: (a) at any time without cause and at its sole discretion upon one hundred twenty (120) days written notice to the other party if either the EASA or the CFRS is terminated by the County; or (b) upon the major breach of this Agreement by the other party. A major breach includes, but is not limited to (i) loss or suspension of licensure necessary for the provision of Services under this Agreement; (ii) loss or reduction of insurance coverage; (iii) conditions and circumstances that constitute a major breach under either the EASA or the CFRS. If either party reasonably determines that the other party has committed a major breach of this Agreement, it shall first refer the matter to the Executive Steering Council established by the County pursuant to the EASA. If the Council is unable to resolve the issue, the party shall give written notice setting forth the specific deficiency, the required correction and a reasonable time period to correct the deficiency but, in any

case, not less than sixty (60) days from the date of the notice. Upon the party's determination that the other party has failed to timely cure the deficiency, the party may terminate this Agreement upon 30 days written notice.

6. **Standards for Services.** Both parties represent and warrant that (a) any and all Services shall be provided in accordance with the County standards of quality and care applicable to the Services provided; and (b) any and all Services rendered shall be performed in a good and workmanlike manner.
7. **Material Changes.** In the event of a material change, that affects the fundamental economic or operational terms of the this Agreement occurs, the parties shall negotiate in good-faith a resolution within ninety (90) days of written notice of the material change.
8. **No Compensation.** Neither party shall have any obligation to compensate the other for the Services provided under this Agreement.
9. **No Billing.** JPA shall not bill any patients or third-parties for the Services it provides hereunder unless otherwise agreed in writing by the parties.
10. **Record Retention.** The parties will retain books and records respecting Services rendered to Patients for the greater of ten (10) years or the time periods required under all applicable laws (including the requirements of the Secretary of Health and Human Services ("HHS")) and allow access to such books and records by duly authorized agents of the Secretary of HHS, the Comptroller General and others to the extent required by law.
11. **Audit Rights.** The parties with reasonable advance written notice shall provide representatives of the other party or the U.S. Government (as specified in the notice), with access to all records, documents, fiscal and accounting data, and other information (whether in paper form, microform, electronic media or other form) that relate specifically to the Services that the other party provides under this Agreement. This obligation shall survive for a period of three (3) years following termination of this Agreement or until such later time as required under applicable law and regulation.
12. **Indemnity.** Each party shall defend, indemnify and hold harmless the other party its officers and employees, from and against any and all claims resulting from or alleged to result from the negligent acts or omissions or willful misconduct of the indemnifying party, its officers, agents, employees, in the performance of this Agreement. In the event of concurrent negligence, the liability for any and all claims for injuries or damages to persons and/or property which arise out of the terms and conditions of this Agreement shall be apportioned under the California theory of comparative negligence as established presently, or as may be hereafter modified. Further, AMR and the JPA agree to pay for the reasonable replacement cost of durable equipment that is lost beyond either parties reasonable control and/or damaged outside of normal usage.
13. **Insurance AMR.** AMR currently maintains and will maintain during the Term of this Agreement liability insurance policies for claims that may be made against AMR arising out of the Services under this Agreement. AMR shall maintain comprehensive general liability coverage with limits no less than one-million \$1,000,000.00 per occurrence and three-million \$3,000,000.00 annual aggregate, and automobile liability coverage with limits no less than one-million \$1,000,000.00 per occurrence and three-million \$3,000,000.00 annual aggregate. AMR shall maintain professional liability coverage with limits no less than one-million \$1,000,000.00 per occurrence and three-million \$3,000,000.00 annual aggregate and workers' compensation insurance in the statutory required amounts. AMR shall also maintain Excess Liability/Umbrella coverage in the amount of ten-million \$10,000,000.00 per occurrence, twenty-million \$20,000,000.00 annual aggregate. AMR shall cause JPA to be added as an additional insured to all such policies. AMR shall provide to JPA upon execution of this Agreement certificates of insurance evidencing coverage. Coverage

shall not be changed or modified without at least thirty (30) days prior written notice to JPA but in no event shall the requirements of this section be modified without the prior written consent of JPA. Further, AMR's insurance shall be primary in the event of any claim resulting from Services provided by AMR and shall be exhausted in full prior to any contribution from any other source. AMR shall also be solely responsible for any and all damages or repairs to its owned, leased or contracted vehicles used in providing Services under this Agreement.

14. **Insurance JPA.** JPA currently maintains and will maintain during the Term of this Agreement liability insurance policies for claims that may be made against JPA arising out of the Services under this Agreement. JPA shall maintain comprehensive general liability coverage with limits no less than one-million \$1,000,000.00 per occurrence and three-million \$3,000,000.00 annual aggregate, and automobile liability coverage with limits no less than one-million \$1,000,000.00 per occurrence and three-million \$3,000,000.00 annual aggregate. JPA shall maintain professional liability coverage with limits no less than one-million \$1,000,000.00 per occurrence and three-million \$3,000,000.00 annual aggregate and workers' compensation insurance in the statutory required amounts. JPA shall also maintain Excess Liability/Umbrella coverage in the amount of ten-million \$10,000,000.00 per occurrence, twenty-million \$20,000,000.00 annual aggregate. JPA shall cause AMR to be added as an additional insured to all such policies. JPA shall provide to AMR upon execution of this Agreement certificates of insurance evidencing coverage. Coverage shall not be changed or modified without at least thirty (30) days prior written notice to AMR but in no event shall the requirements of this section be modified without the prior written consent of AMR. Further, JPA's insurance shall be primary in the event of any claim resulting from Services provided by JPA and shall be exhausted in full prior to any contribution from any other source. JPA shall also be solely responsible for any and all damages or repairs to its owned, leased or contracted vehicles used in providing Services under this Agreement. In

addition to the above insurance coverage, each member of the JPA shall provide insurance coverage for all employees providing services under the Agreement with San Mateo County, for Paramedic First Responder Services.

15. **Notices.** Any notice required or permitted by this Agreement shall be in writing and shall be delivered as follows, with notice deemed given as indicated: (a) by personal delivery, when delivered personally; (b) by overnight courier, upon written verification of receipt; (c) by facsimile transmission, upon acknowledgment of receipt of electronic transmission; or (d) by certified or registered mail, return receipt requested, upon verification of receipt. Notice shall be sent to the following addresses:

IF TO JPA:

Executive Director
San Mateo County Pre-Hospital
Emergency Services Group
**1600 Floribunda Avenue
Hillsboro, CA 94010**

IF TO AMR:

General Manager
American Medical Response
**1510 Rollins Road
Burlingame, CA 94010**

With Mandatory Copy to:

Legal Department
American Medical Response, Inc.
6200 South Syracuse Way, Suite 200
Greenwood Village, Colorado 80111

16. **Confidentiality.** All information with respect to the operations and business of a party and any other information considered to be and treated as confidential by that party gained during the negotiation or Term of this Agreement will be held in confidence by the other party and will not be divulged to any unauthorized person without prior written consent of the other party, except for access required by law, regulation and third party reimbursement agreements. The obligations under this section shall not apply to information which (a) at the time of

disclosure is in the public domain or, after disclosure, enters the public domain other than by breach of this Agreement; or (b) is already in the possession of the recipient at the time of disclosure and is not acquired from the other Party; or (c) is later received on a non-confidential basis from a third Party having the right to impart such information; or (d) is independently developed by the recipient's employees who did not have access to such information in connection with this Agreement.

17. **HIPAA Compliance.** Each party shall comply with the privacy provisions of the *Health Insurance Portability and Accountability Act of 1996* and the regulations thereunder ("HIPAA"), and with such other requirements of HIPAA that may become effective during the Term. All patient medical records shall be treated as confidential so as to comply with all state and federal laws.
18. **Relationship.** This Agreement does not describe and shall not be considered or construed as a contractor-subcontractor relationship. Each party is an independent contractor. In the performance of this Agreement, each party shall be, as to the other, an independent entity, and neither party shall have the right or authority, express or implied, to bind or otherwise legally obligate the other. Nothing contained within this Agreement shall be construed to constitute either party assuming or undertaking control or direction of the operations, activities or medical care rendered by the other. As to either party's employees, nothing contained herein shall be construed in such a manner as to give effect to the notion that either party shall in anyway assume responsibility for the oversight or provision of the other party's employee benefits, including but not limited to the payment of wages, provision of health insurance, or any and all other commonly accepted benefits of employment.
19. **Cooperation.** The parties shall cooperate and assist each other to provide the best possible care to the residents and visitors of the County of San Mateo. The cooperation shall include from time-to-time: (i) reviewing and revising operational

guidelines; (ii) evaluating AMR and JPA's performance of the Services which directly affect the other party; (iii) resolving any disagreement and misunderstandings privately; (iv) and undertaking other matters related to the administration of this Agreement.

20. **Compliance Program and Code of Conduct.** AMR has made available to the JPA a copy of its Code of Conduct, Anti-kickback policies and other compliance policies, as may be changed from time-to-time, at AMR's web site, located at: www.amr.net, and the JPA acknowledges receipt of such documents. AMR warrants that its personnel shall comply with AMR's compliance policies, including training related to the Anti-kickback Statute. AMR will also extend its compliance training to JPA members that request such training.
21. **Non-Exclusion.** Each party represents and certifies that neither it nor any practitioner who orders or provide Services on its behalf hereunder has been convicted of any conduct that constitutes grounds for mandatory exclusion as identified in 42 U.S.C. § 1320a-7(a). Each party further represents and certifies that it is not ineligible to participate in Federal health care programs or in any other state or federal government payment program. Each party agrees that if DHHS/OIG excludes it, or any of its practitioners or employees who order or provide Services, from participation in Federal health care programs, the party must notify the other party within five (5) days of knowledge of such fact, and the other party may immediately terminate this Agreement, unless the excluded party is a practitioner or employee who immediately discontinues ordering or providing Services hereunder.
22. **Background Investigation.** AMR warrants and represents that it has successfully performed a background investigation in accordance with applicable laws on its employees that provide services under the EASA. The JPA warrants and represents that it has successfully performed a background investigation in accordance with applicable laws on its employees that provide paramedic patient care services under a First Responder Designation

Agreement (CFRS) with the County. The investigation report includes the following:

Social Security Number Verification

Criminal Search/Sex Offender Registry (e.g., DOJ Live Scan)

Office Inspector General List of Excluded Individuals/Entities

General Services Administration List of Parties Excluded from Federal Programs

State and Local Licensure Verification

Upon request and from time-to-time, each party shall provide to the other a continuing certification. In accordance with applicable law, the parties shall not release the actual report or any of the information derived from the investigation to the other.

23. **Referrals.** To the extent applicable, it is not the intent of either party that any remuneration, benefit or privilege provided for under this Agreement shall influence or in any way be based on the referral or recommended referral by either party of patients to the other party or its affiliated providers, if any, or the purchasing, leasing or ordering of any services other than the specific services described in this Agreement. Any payments specified herein are consistent with what the parties reasonably believe to be a fair market value for the services provided. JPA represents and warrants that the rates and pricing that it has accepted do not place it in violation of any federal or state anti-kickback statute.
24. **Custodian of Records.** The parties agree that AMR shall act as the custodian of records for patient care reports. If the JPA receives an electronic patient care report request, the requestor shall be referred to AMR within twenty-four (24) hours of request. Where AMR does not have access to the ePCR or supplemental records, the JPA agrees to provide patient care records to AMR within twenty-four (24) hours of request by AMR.

25. **Equal Employment Opportunity.** If the provisions of Executive Order 11,246 are applicable to this Agreement, the parties incorporate the equal employment opportunity clause set forth in 41 C.F.R. part 60-1. If the provisions of Executive Order 13,201 are applicable to this Agreement, the parties incorporate the equal employment opportunity clause set forth in 29 C.F.R. part 470.

26. **County of San Mateo.** This Agreement is subject to the County of San Mateo and JPA entering a First Responder Designation Agreement. This Operations Agreement shall be consistent with the terms and conditions of the EASA. County shall have the right to review the terms of the Operations Agreement to ensure consistency with the objectives of the EASA. To the extent that there are any inconsistent terms and conditions with the Operations Agreement and the EASA, the EASA shall prevail.

27. **Miscellaneous.** This Agreement (including the Schedules hereto): (a) constitutes the entire agreement between the parties with respect to the subject matter hereof, superseding all prior oral or written agreements with respect thereto; (b) may be amended only by written instrument executed by both parties; (c) may not be assigned or subcontracted by either party without the prior written consent of the other party, such consent not to be unreasonably withheld; (d) shall be binding on and inure to the benefit of the parties hereto and their respective successors and permitted assigns; (e) shall be interpreted and enforced in accordance with the laws of the state where the Services are performed, without regard to the conflict of laws provisions thereof, and the federal laws of the United States applicable therein; (f) may be executed in several counterparts (including by facsimile), each of which shall constitute an original and all of which, when taken together, shall constitute one agreement; and (g) shall not be effective until executed by both parties. In the event of a conflict between this Agreement and any Schedule hereto, the terms of this Agreement shall govern.

IN WITNESS WHEREOF, the parties have hereto executed this Agreement.

AMERICAN MEDICAL RESPONSE WEST

By: _____

Print Name: _____

Print Title: _____

San Mateo County Pre-Hospital Emergency Services Group

By: _____

Print Name: _____

Print Title: _____

VI. Standards for Paramedic Ambulance and First Responder Units

Ambulance staffing shall be in accordance with the requirements of the EASA. Paramedic first responder units shall be staffed in accordance with the EASA and the Agreement for Countywide Paramedic First Response Services ("CFRS").

VII. Supervision

AMR and the JPA agree to provide EMS supervision in a manner consistent with the EASA and CFRS. The parties further agree to explore the integration of EMS supervision.

AMR and the JPA shall collaboratively develop and implement training and team building opportunities for system supervisors and Chief Officers with the goal of enhancing cohesive on-scene operations and patient care.

AMR and JPA will develop a cohesive team approach to on scene supervision and leadership. JPA or AMR Field Supervisors will be identified to oversee, assist, and observe prehospital medical interventions, policy, protocol and operations through a team based approach achieving consistent quality patient care.

AMR and JPA will comply with County's Policy and Procedures not limited to:

- a. Field Supervisor Role Policy
- b. MCI Policy
- c. Clinical Incident Reporting, Investigation, Resolution Policy
- d. Conflict Resolution Policy
- e. EMS System Resolution Policy

Changes to such policy will be approved by the Executive Steering Council and County.

VIII. Training

AMR and the JPA agree to collaboratively develop and implement an interoperable, comprehensive, customized in-house and cost effective training and education program for San Mateo County paramedics and EMTs. Training and education classes shall be mutually open to both parties. It is the intent of the parties to make a draft program document available for review and approval by September of each year, for the following calendar year. Classes shall also be open to PSC Dispatchers. The following entities will review and approve the training program schedule and content: 1. Quality Leadership Committee, 2. Executive Steering Council.

Standards for required paramedic training will be developed by the Quality Leadership Committee for the approval of the Executive Steering Council and County. AMR and JPA Paramedics shall meet these standards once approved.

AMR shall employ a full time equivalent Clinical Education Services Manager on site at AMR's San Mateo County headquarters. This individual shall meet the qualifications for Program Director and Clinical Director contained in the California Code of Regulations, Title 22, Division 9, Chapter 11. This individual shall have overall responsibility for AMR's clinical training programs.

AMR shall employ a full time equivalent Joint Training Coordinator who will be supervised by the Clinical Education Services Manager. This Joint Training Coordinator shall be qualified to be a principal instructor in accordance with the California Code of Regulations, Title 22, Division 9, Chapter 11. AMR shall include representatives of the JPA in the selection process for this individual. The AMR Joint Training Coordinator will collaborate with the JPA EMS Supervisors and support coordination of the training programs including those for ambulance personnel and JPA paramedics. Where appropriate, the parties agree to develop a joint calendar of training events.

AMR and JPA shall continually be approved as Providers of Emergency Medical Services (EMS) Continuing Education by San Mateo County in accordance with the California Code of Regulations, Title 22, Division 9, Chapter 11. Additionally, AMR and the JPA further agree that the JPA will maintain during the term of the EASA, designation as an American Heart Association Training Center to facilitate training classes of both parties and designation of AMR as a training site. AMR and the JPA agree to provide respective instructor time, training space and equipment available to one another at no cost to either party. Fees for cards and materials shall be borne by the employee's agency, or the employee being trained.

AMR is required under the EASA to provide a training facility that includes classroom space to comfortably accommodate at least 35 students in a single session. The facility will include a simulation center equipped with a portable simulation mannequin that has realistic anatomy and clinical functionality that allows the trainers to produce realistic patient care scenarios for training and testing. The mannequin will be portable and can be taken to other sites for training inside and outside of an ambulance. AMR's Clinical Education Services Manager, JPA EMS Supervisors and the Joint Training Coordinator shall receive specialized training in the development of simulator-based training, evaluating the training, and in the operation of the simulator. AMR and the JPA agree to develop scheduling, use, and maintenance procedures to support both entities ability to utilize the simulation mannequins.

AMR and the JPA agree to explore for implementation the centralization of training equipment storage, maintenance, scheduled use, and mobility with the goal of standardization in a cost effective manner.

IX: Core Credential Maintenance and Ongoing Training

AMR shall ensure that all ambulance Paramedics and EMTs working on an ambulance meet the certification and licensure requirements of the County as outlined in the EASA. The JPA shall ensure that Paramedics working on first responder units meet the certification and licensure requirements of the County.

The Quality Leadership Committee and Executive Steering Council shall continuously monitor clinical performance and will also evaluate peer review clinical literature as well as innovative programs in other systems. Based on this analysis the medical directors and the QLC will analyze potential enhancements and recommend them for consideration by the Executive Steering Council. When such an opportunity is identified, AMR and JPA shall collaboratively design, develop, and implement a training program in collaboration geared to improving performance in the specific area. AMR and the JPA shall evaluate effectiveness of the various training programs. For each training program, the parties shall identify an evaluation methodology and shall report the findings to the Executive Steering Council.

X. Recordkeeping for Patient Clinical Records, Personnel, Incident Tracking and Management

AMR and all members of the JPA providing services under the CFRS and EASA shall utilize an electronic patient care record system approved by the County.

AMR will employ a full time Electronic Patient Care Report (ePCR) Specialist on site at AMR's San Mateo County headquarters. This individual shall be responsible for implementation, day-to-day operations, and maintenance of hardware and software of the ePCR technology deployed by AMR. The JPA agrees to pay for the reasonable replacement cost of ePCR system hardware that is lost and/or damaged outside of normal usage. In addition, a full time Electronic Patient Care Report (ePCR) Technician with responsibility for day-to-day support of technology used to support the ePCR record keeping system will also be on site at AMR's San Mateo County headquarters.

AMR will continue to develop, maintain, and upgrade as necessary an electronic patient database system and resulting patient records. The content and structure will be approved by County. It is the intent of the County to include hospital outcome information at such time San Mateo County receiving hospitals are capable, and willing to share certain patient outcome information electronically with AMR's patient data store.

AMR shall ensure that the database records can be easily accessed by JPA EMS Supervisors for the purposes of reporting and online analytical processing subject to compliance with the HIPAA. The parties shall maintain

confidentiality of all patient information, either individual or aggregate, to the full extent permitted by law. In the event that either party receives a request for such reports or information, (other than a request from a governmental agency) it shall promptly notify the other party in writing. Either party shall be entitled to take whatever steps it deems necessary to protect the confidential nature of such information. This section shall survive termination of this Agreement.

The EASA requires ambulance crews to leave a printed patient care record at the receiving hospital with a hospital representative prior to leaving the hospital. Such patient record may be abbreviated in accordance with standards and content approved by the Executive Steering Council and County. The JPA agrees to proactively support AMR in meeting this requirement and to ensure first responder staff complete paper and electronic documentation consistent with the requirements of the EASA.

AMR shall assist the JPA to utilize AMR's patient care record database for first responder paramedic patient records. AMR shall work collaboratively with the JPA EMS Supervisors to develop the content of the First Responder Patient Care Record and data entry processes and procedures. Such processes and procedures shall be approved by the Executive Steering Council.

Until AMR has a hand held data entry device that has been approved by the Executive Steering Council, AMR shall supply Internet connectivity to each JPA fire station for first responder data entry using personal computers. Additionally, AMR will keep one personal computer at each JPA fire station equipped with the most recent software for AMR's patient care data system unless otherwise agreed to by AMR and the JPA. Once AMR has a hand held data entry device that has been approved by the Executive Steering Council, AMR will supply the device, along with all its associated software, to a total of 53 ALS engines and to each JPA EMS Supervisor.

XI. Clinical Personnel Records

AMR shall have in place personnel recordkeeping software approved by County. AMR shall, at its expense, give JPA access to such recordkeeping software for JPA Paramedic personnel.

XII. Vehicles:

Unless otherwise approved by County and JPA, AMR will provide to the JPA, funding for four (4) vehicles for use by its JPA EMS Supervisors. AMR agrees to fund up to a maximum of fifty thousand dollars (\$50,000.00) per vehicle. Supervisor vehicles model, type and signage will be chosen by JPA and approved by County. With approval of the County, the JPA may defer the initial purchase of JPA EMS Supervisor vehicles subject to AMR's capital expenditure fiscal timelines. Unless otherwise agreed to, the parties shall utilize the following funding timelines:

July 2009 – AMR shall fund two EMS supervisor vehicles to be purchased by the JPA which will be amortized over the life of the EASA contract.

July 2010 – AMR shall fund one EMS supervisor vehicle to be purchased for the JPA

July 2011 – AMR shall fund one final EMS supervisor vehicle to be purchased for the JPA

Specifications for these supervisor vehicles, and any replacement vehicles during the term of this Agreement, shall be approved by County with input from the JPA.

With the approval of the County, the JPA agrees to assume responsibility for vehicle upkeep, maintenance and repair, accident damage, fuel, and insurance. Exterior colors, graphics, and lettering shall be approved by County. These vehicles will be replaced by AMR at 195,000 miles or if this mileage limit has not been reached, at 7 years of age subject to negotiation of, but not limited to ownership and financing terms and up to a maximum of fifty thousand dollars (\$50,000.00) per vehicle. These vehicles will be customized for their intended function. This customization will take into account input of AMR's and JPA's Supervisors. This customization shall include, but is not limited to, the following:

- a. Light bars consistent with NFPA emergency lighting package for code 3.
- b. Dual head radio that operates in front and rear of vehicle to allow on-scene and in-transit communication.
- c. A "command center" designed for tactical leadership, incident command, and storage of supplies.

Alternative Transport Vehicles (ATV): AMR and the JPA agree to comply with County policy with regard to Alternative Transport Vehicles.

XIII. Equipment and Supplies

AMR and the JPA recognize that over the term of the EASA Agreement there may be additions, deletions, and other modifications to the medical equipment and supplies carried by the EMS vehicles. Any such modifications must be approved by the County and the Executive Steering Council. The ambulance equipment and supply required inventory lists are set forth in the EASA. The first responder equipment and supply required inventory lists are included as an attachment to this Agreement.

If a new technology emerges that has the potential to provide significant clinical improvement for patients, a 5-step upgrade selection process shall be led by the Executive Steering Council and will include:

- a. Scientific review.
- b. San Mateo County clinical data analysis.
- c. Fiscal impact analysis to include funding methodology through the Clinical and Technology Upgrade Fund.
- d. Presentation of findings to the Medical Directors and Medical Advisory Committee.
- e. Collaborative decision to implement/not implement.

Durable Medical Equipment – ALS first responder units:

AMR will supply one ALS first responder unit at each fire station with new equipment at the beginning of this Agreement that is identical with like equipment carried on the ambulances to include a:

- a. Portable suction unit
- b. Intraosseous drill
- c. CPAP device
- d. Pelican type box (to a maximum of twenty at the start of the contract).

For each ALS first responder unit (53) that does not have the following durable equipment, AMR will provide the following equipment which matches that of the ambulance:

- a. LifePac 12 portable cardiac monitor capable of defibrillation, cardioversion, external pacing, 12-lead EKG, transfer of 12-lead EKG to receiving facility, non-invasive blood pressure monitoring, pulse oximetry and end-tidal CO₂ monitoring. AMR and the JPA have jointly audited existing equipment. The parties agree to the following replacement schedule during the term of the EASA, unless otherwise agreed to by the parties:
July 1, 2009 – June 30, 2010 - 27 total (delivery within first 60-days of contract start)
July 1, 2009 – June 30, 2010 - 4 total (Supervisor - LP 15's / delivery within first 60-days of contract start)
July 1, 2010 – June 30, 2011 – 0 total
July 1, 2011 – June 30, 2012 - 11 total (delivery within first 60-days of contract year)
July 1, 2012 – June 30, 2013 - 2 total (delivery within first 60-days of contract year)
July 1, 2013 – June 30, 2014 - 6 total (delivery within first 60-days of contract year)

Upon delivery by AMR to the JPA of new cardiac monitors, the JPA shall provide to AMR a like number of LifePac 12 cardiac monitors. The initial exchange of thirty-one (31) cardiac monitors will include from the JPA five (5) LifePac 12 cardiac monitors that are compliant with the EASA and in good cosmetic/operational order and that are the lowest age. The parties agree that outside of the five (5) afore referenced LifePac 12 monitors, the JPA shall exchange the highest age cardiac monitors unless other wise agreed to by the parties. Additionally, once the LifePac 12 is no longer available to purchase new, AMR and the JPA will meet with the Executive Steering Council to discuss the purchase and fiscal impact of moving to an alternative monitor/defibrillator.

- b. LifePac 12 Cases (to a maximum of 20).

AMR and the JPA agree that JPA member agencies, as approved by the County may request to purchase LifePac 15's which meet minimum requirements as set forth in this Section XIII. The cost difference between the LifePac 12 and 15 shall be borne by the JPA member agency.

AMR and JPA Supervisor vehicles will carry durable medical equipment in accordance with the inventory list approved by the Executive Steering Council and County. It is intended that the Supervisor Vehicle will carry

needed equipment and supplies to be able to, 1) provide medical care to patients if it arrives on scene prior to other responders, 2) to be able to initially manage a multi-casualty incident relative to functioning as the Medical Group Leader or Transportation Group Officer.

AMR will provide each EMS supervisor vehicle with the same durable medical equipment as is carried by the ambulances and ALS first response units with the following exceptions; pedi-pack, backboard, stair chair, gurney, KED, scoop stretcher and cardiac monitor. Additionally, for these Supervisor's vehicles the portable monitor defibrillator is subject to the following condition:

- a. At the commencement of the Agreement, portable monitor defibrillators carried on supervisor vehicles may be older than six (6) years. However, as soon as a portable monitor defibrillator, same manufacturer and specifications as of the ambulance portable monitor defibrillator, capable of carbon monoxide detection is available AMR will purchase such new equipment (minimum 5) and place on each of the Supervisor vehicles.

AMR will maintain its bio-medical durable medical equipment, and that of the JPA, in accordance with the manufacturer's recommendations for service unless otherwise approved by the JPA and County. AMR will replace such equipment in accordance with manufacturer's recommendations. Replacement equipment will be approved by County. The JPA agrees to pay for the reasonable replacement cost of durable medical equipment that is lost beyond its reasonable control and/or damaged outside of normal usage. AMR's or JPA's personnel shall immediately notify AMR of durable medical equipment that is not operating properly. AMR shall immediately exchange such equipment.

Upgrades or replacement equipment will be determined by the Executive Steering Council. The Clinical and Technology Upgrade Fund described in Section XII.A of the EASA shall be used as the funding source.

Ambulances, JPA first response vehicles, and Supervisor vehicles will carry the same medical supplies with the exception that inventories of such supplies will vary, with ambulances carrying a larger stock of such supplies than the other vehicles. A listing of these supplies is included in the EASA.

AMR is responsible to restock all disposable medical supplies to ambulances, first responder units, and supervisor vehicles excluding morphine sulfate which will be restocked by County. Restocking processes and procedures shall be approved by the Executive Steering Council. While the parties recognize that these processes may change over time, at the commencement of the Agreement they shall include:

- a. A variety of restocking locations, fixed and mobile to include AMR's headquarters, ambulances, AMR stations and other agreed to by the parties.
- b. 1-to-1 exchange to first responder vehicles for disposable medical supplies such restocking shall not place the ambulance out of service.
- c. AMR and the JPA shall collaboratively support the AMR equipment and supply pickup and delivery route driver functions. It is understood and agreed that a single route driver will not provide for all system pickup and delivery, and the process may change with notice to the Executive Steering Council.

The route driver shall Monday through Friday (excluding holidays) access each San Mateo County acute care hospital, San Francisco General, and Stanford Medical Center to retrieve system backboards and other durable equipment. The equipment is transported to the AMR operations center for cleaning and placed back into stock. To obtain restock of durable medical equipment, the JPA entities shall call the AMR on-duty field supervisor and request items needed. AMR shall make a good faith effort to deliver requested durable medical equipment the same day requested and no later than the next business day to an agreed upon designated single drop off point for each JPA agency. As necessary, the JPA EMS Supervisors may pick up durable medical equipment restock directly from AMR's operation center.

AMR and the JPA agree to cooperate to minimize the cost of medical supplies and equipment. It is understood and agreed that first responder station caches are intended to hold minimum supply levels of disposable items not restocked on-scene. It is understood and agreed that AMR will maintain an appropriate cache of medical supplies and durable equipment to provide rapid restock and/or exchange to ensure ambulances and first responder units meet County requirements. The parties shall work jointly and cooperatively to facilitate delivery of medical supplies and equipment.

If permitted by the vendor, and upon the request of the JPA, AMR will extend its pricing for medical supplies and equipment to the JPA.

XXI. Communications Equipment

AMR will provide radios for its ambulances and supervisor vehicle capable of communicating with the JPA fire first responder units.

During the term of the EASA, unless modifications are approved by the Executive Steering Council and County:

- a. Each ambulance will have at least one mobile computer, or other technology approved by the County, capable of electronically capturing and transmitting the patient care record and accessing the internet.
- b. Consistent with the EASA, provided and funded by AMR, each ALS first responder unit engine (total 53) will have at least one mobile computer, or other technology approved by the County, capable of electronically capturing and transmitting the patient care record and accessing the internet. The County and AMR have agreed to defer the purchase of mobile computers, other technology for first responder ALS engines to allow AMR the opportunity to research other technology options. The County reserves the right to direct AMR to provide mobile computers as proposed in AMR's RFP proposal upon the mutual agreement of an implementation timeline.

XX. Hospital and Community Requirements

The portable monitor/defibrillators used by all ambulances and JPA ALS first response units will be able to transmit the 12-Lead EKG for patients suspected of having ST Elevation Myocardial Infarction (STEMI). AMR will provide for secure data transmission of the 12-Lead EKG to a STEMI network where participating hospitals may access the data.

AMR will work with the County, the JPA, and hospitals to hold an annual EMS Community Team event that has been approved by the Executive Steering Council.

AMR and the JPA agree to work collaboratively with County's Injury/Illness Prevention Coordinator, to develop and execute both a long term plan, and an annual Community Education plan and submit the plan for the ESC and County's approval by January 1, 2010. The County's Injury/Illness Prevention Coordinator shall provide coordination of Community Education activities with other illness/injury prevention projects within the community. The County's Injury/Illness Prevention Coordinator will provide staff support to carry out its Injury/Illness Prevention planning and evaluation activities. The plan shall consider any key initiatives of the San Mateo County Health System as it develops target areas for the next year. The plan will be updated annually, subject to Executive Steering Council and County's approval, by January 1st. The annual plan will identify at least three target areas. At least one of the target areas should be of particular importance to a vulnerable population such as low-income. For each target issue the plan will include:

- a. An assessment of the problem in San Mateo County.
- b. The existing programs in San Mateo County that are already trying to address the target issue.
- c. The strategies that will be implemented by EMS personnel that can help close gaps between these existing programs and the target issue.
- d. The key performance indicator and its measurement methodology.

XXI. Linguistic Access

AMR and the JPA agree to work collaboratively to implement linguistic access tools and education. AMR will provide a "Point to your Language" card in each ambulance and JPA first response vehicle to assist in identifying LEP clients. AMR will maintain a telephone language line at its local dispatch center that may be used by its ambulance crews and by JPA first responders to assist in communicating with LEP speakers at the scene.

AMR and the JPA will develop training curricula for linguistic access, approved by County. AMR will ensure that all its ambulance personnel have completed the training by July 2010. AMR shall open such training classes to JPA first responders at no cost. After June 2010 all new ambulance personnel will complete this training within their orientation. AMR will make medical Spanish and medical Tagalog available as part of its continuing education program.

XXII. Cultural Competence

AMR will develop training curricula on cultural competency subject to County approval. All ambulance personnel will complete cultural competence training by July 2010. AMR shall open such training classes to JPA first responders at no cost. After June 2010 all new ambulance personnel will complete this training within their orientation.

XXIII. Executive Steering Council

AMR and the JPA agree to fully participate in the ESC as outlined in the EASA. By July 15, 2009, the County shall form an Executive Steering Council (ESC) whose purpose shall be to guide the services provided under the EASA.

The ESC shall have the following goals:

- a. To resolve disputes.
- b. To review and approve appropriate procedures and protocols with the goal of assisting the parties in maintaining sustainable and high quality emergency medical services.
- c. To establish and monitor Key Performance Indicators for each component of the system; dispatch, first response, ambulance and for each functional area of the quality performance plan.
- d. To act as the funnel point for data requests and distribution of responses.
- e. To act as the arbiter/decision maker for issues that cannot be resolved by the Quality Leadership, Operations, or Communications Committee(s).
- f. To ensure system evolution is executed in fiscally sound manner by providing, among other things, oversight of the clinical/technology fund.
- g. To drive strategic planning and system priorities.
- h. To ensure transparency in the system.
- i. To operate based on researched, data driven information.

By August 1, 2009, the County, in collaboration with AMR, and the JPA shall draft bylaws that will regulate the function of the ESC. Those bylaws shall, at a minimum, regulate the following areas:

- a. Membership in the ESC and representation of interested entities.
- b. Consensus driven decision making process that operates on data driven and researched information.
- c. Dispute resolution.
- d. Committee reporting requirements.
- e. Scope of ESC's review.

3. The ESC shall establish committees to assist it in meeting its above described goals. These Committees shall report to the ESC pursuant to a reporting structure outlined in the ESC bylaws. The parties recognize that over time the number and mission of the various committees may change.

The bylaws shall be approved by County, AMR and the JPA. Nothing in this section shall prevent the ESC from forming subcommittees as necessary to execute its oversight and dispute resolution function.

XXIV. Other

AMR and the JPA agree that it is beneficial to both parties to co-locate ambulances in fire stations or other city/special district property. The JPA shall make a reasonable good faith effort to maintain existing co-located stations to include current rental rates. If a JPA member desires to implement or increase station rental rates, the host member, JPA, and AMR agree to negotiate the effects in good faith. The parties understand that co-located stations/posts are subject to change. Existing stations as of July 1, 2009 are:

- a. 499 Santa Barbara, Daly City

- b. Station 72, 1100 Linda Mar Blvd., Pacifica
- c. Station 40, 1191 Main Street, Half Moon Bay
- d. Station 1, 300 Middlefield Road, Menlo Park
- e. 1812 South Norfolk, San Mateo

In addition, the JPA shall make a reasonable good faith effort to make fire stations available for ambulance post utilization subject to negotiated terms and conditions. Initially, it is the intent of the JPA to permit AMR to utilize the following posting locations:

- a. Station 6, 700 Oak Grove Avenue, Menlo Park
- b. Station 14, 911 Granada, Belmont
- c. Station 17, 20 Tower Road, San Mateo

AMR may be required to pay reasonable utility usage and/or station maintenance funds if such there be. The parties further agree to work cooperatively to resolve any challenges which may arise due to the co-location of personnel. The JPA agrees upon request of AMR to make a reasonable good faith effort to make other fire stations or other property available.

AMR and the JPA agree that it is beneficial to the patients we service to obtain patient demographic, health or auto insurance coverage information, and capture medical supply charges at the time of transport to minimize direct patient billing. The parties further agree to develop cooperative policy and procedure to obtain this information prior to the ambulance departing the scene of EMS calls.

AMR and the JPA agree to work cooperatively to obtain and record all necessary data to support clinical excellence. To this end, it is anticipated that throughout the term of the EASA there will be additional data collection requirements for both AMR and the JPA. As an example, reporting and tracking of "arrival at patient bedside."

AMR and the JPA agree to work cooperatively to develop and implement a methodology to record on every EMS response performance of a 12-lead EKG, and disposable medical supply usage.

For any event that may require either operational or CISM debriefing, AMR and the JPA agree to collaboratively develop debriefing protocol and procedures that will result in improved patient care and caregiver interaction in the field setting.

Attachment One

JPA FIRST RESPONDER DURABLE MEDICAL EQUIPMENT – DETAILED LIST	
	MINIMUM QUANTITY
PATIENT ASSESSMENT AND EXAMINATION EQUIPMENT	
Glucometer	1
Stethoscope	1
Portable Blood Pressure Cuff (adult, thigh, pediatric) Disposable or easily cleanable	1 each
Pulse Oximeter Sensor	1
Pediatric Measurement Tape (Broselow)	1
Thermometer	1
AIRWAY MANAGEMENT EQUIPMENT	
Adult and pediatric laryngoscope Handle	1 each
Adult blades, Sizes: Straight 4, 3; Curved 4, 3	1 each
Pediatric blades, Sizes: Straight 2, 1, 0; Curved 2, 1	1 each
Magill Forceps: Adult, Pediatric	1 each
PATIENT ASSESSMENT AND EXAMINATION EQUIPMENT	
Manual portable suction	1
Portable Oxygen Regulator (minimum 25 L/min)	1
CARDIAC MONITORING EQUIPMENT	
Portable Cardiac Monitor capable of defibrillation, cardioversion, external pacing, 12-lead EKG, transfer of 12-lead EKG to receiving facility, non-invasive blood pressure monitoring, pulse oximetry and end-tidal CO ₂ monitoring	1
ECG Trunk Cable	1
ECG 4-Lead Attachment	1
ECG 12-Lead Attachment	1
BANDAGING AND SPLINTING EQUIPMENT	
KED type device	Optional
Pediatric immobilization device	1
Backboard	1
OTHER DURABLE MEDICAL EQUIPMENT	
Medication Box	1
Traction Splint	1
Intraosseous Drill	1

FIRST RESPONDER MEDICAL SUPPLIES LIST	
MEDICATION – MEDICATIONS WILL BE IN PRELOADED SYRINGES WHEN AVAILABLE	STANDARD QUANTITY
Adenosine	30 mg
Albuterol 0.83% solution	4 doses
Aspirin: children's chewable	1 bottles
Atropine 1.0 mg/5 ml preload	4 mg
Benadryl 50 mg/1 ml	100 mg
Charcoal Slurry 25 Grams/120 ml	50 grams
Calcium Chloride 1 gm/10 ml preload	1 gm
Dextrose 50% 25 gm/50 ml preload	100 gm
Dopamine	400 mg
Epinephrine 1:1,000 1 mg/ml ampule	2 mg
Epinephrine 1:10,000 1 mg/10ml preload	4 mg
Glucagon 1 mg/vial	1 mg
Glucola 10 oz. or Glucose Paste, tube	1 dose
Lidocaine 100 mg/5 ml preload	400 mg
Narcan 2.0 mg/2 ml preload	4.0 mg
Nitroglycerine metered spray	1 bottle
Sodium Bicarbonate 1 mEq/1 ml preload	100 mEq
Morphine Sulfate 10 mg/1 ml ampule w/ tubex carpuject	10 mg
Versed 2 mg/2 cc vial, ampule, or preload	2 mg
Lidocaine Jelly	1
Topical Anesthetic Spray	1
Neosynephrine	1
Medication labels	1
IV FLUIDS	
Normal Saline 1000 ml	3
Normal Saline 250 ml	1
Normal Saline 10 ml vial	2
PERSONAL PROTECTIVE EQUIPMENT	
Gloves: Clean (unsize) – latex free available	4 pairs
Disposable Bags (Biohazard)	1
N95 Masks	
PATIENT ASSESSMENT AND EXAMINATION EQUIPMENT	
ET Tubes (Sizes 5.0 and under are uncuffed)	1 each size or half-size, 2 size 8.0

FIRST RESPONDER MEDICAL SUPPLIES LIST	
Size 2.5 – 5.5 (including ½ sizes) Size 6.0-8.0 (whole sizes)	
ET Tube hold down devices	1
Capnography in-line adapter (adult and pediatric)	1
Esophageal Tracheal Airway Device (ETAD)/King Airway Size 3,0, 4,0, 5.0	1 each
Adult and pediatric stylets	1 each
IPPB Tubing with Mouthpiece	1
Pleural Decompression Kit	1
Soluble Lubricant (packets)	2
Suction Catheters: Sizes: 16, 14, 10, 8, 6, Tonsil Tip	1 each
Suction Tubing (spare)	1
Nasal Pharyngeal Airways: Sizes 34, 32, 30, 28	1 each
Oral Pharyngeal Airways: Sizes 0-6 or equivalent metric sizes	1 each
Oxygen Nasal Cannula: Adult and Pediatric	2 each
Oxygen Mask Non-rebreather: Adult and Pediatric	2 each
Oxygen Mask: Infant	1
Bag-Valve-Mask with reservoir: Adult, Pediatric	1 each size
Oxygen gaskets for portable	1
O ₂ Wrench	1
CARDIAC MONITORING EQUIPMENT	
EKG paper (rolls)	1
Electrodes:	3 sets
Pediatric Electrodes:	1 set
Adult Defibrillation Pads	1 set
Pediatric Defibrillation Pads	1 set
BANDAGING AND SPLINTING EQUIPMENT	
Sterile Bandage Compresses or Equivalent	4
Petroleum Gauze Pads	1
Gauze Pads: 4"x4" minimum size	6
Universal Dressings: 10" x 30" or larger	1
Triangular Bandages: 40"	2
Roller Bandages	2
Bandage Shears	1
Cervical Collar (Stiff) sizes to fit all patients older than 1 year old	1 each size
Large Semi-disposable vacuum splint	1

FIRST RESPONDER MEDICAL SUPPLIES LIST	
Rigid SAM-Type Splints	2
Head Immobilizer	2
Sterile Burn Pack	1
Tape:1" roll, 2" roll	1 each
Hot Packs	1
Cold Packs	2
OB Kit to include gloves, umbilical cord clamp or tape, dressings, towels, bulb syringe, and clean plastic bags	1 set
I.V., SALINE LOCK, AND BLOOD DRAWING EQUIPMENT	
Infusion Sets: Micro drip set	1
Infusion Sets: Standard set (Macro)	4
Infusion Sets: Blood set with pump	2
Extension sets with flow controller	1
IV Cannulas: Sizes 24 gauge, 22 gauge, 20 gauge, 18 gauge, 16 gauge, 14 gauge	2 each
Saline locks	2
Syringes:35 ml cath tip, 10 ml, 3 ml	2 each
Syringes: TB	2
Needles for Injection: 25 gauge: 5/8", 21 gauge: 1"	2 each
IO Needle (Adult and Pediatric)	1 each
Prep Razor	1
Alcohol Wipes (packets)	10
Betadine Wipes (packets)	6
Tourniquets (IV)	2
Pressure Infuser for 1,000 ml IV bags	1
Portable Sharps Container	1
MISCELLANEOUS ITEMS	
Standard Trauma Bag or Box	1
Triage Tags (County approved)	10
ADDITIONAL SUPPLIES	
Latex and non-latex gloves	1 box
Infectious disease barrier suits or disposable gowns and shoe covers	3 kit
Surgical masks to protect against droplet-transmitted pathogens	10
Containers for disposal of bio-hazardous waste, contaminated sharps, red biohazard bags, and yellow infectious linen bags	Misc.
Continuous positive airway pressure (CPAP) equipment	1
CPAP Device	1